



**BID PROPOSAL and
SPECIFICATIONS FOR:**

2018 Annual Street Striping Project

CITY OF TULARE, CALIFORNIA

RFB: 18-660

BID OPENING DATE: June 7, 2018

CONTACT PERSON:

Bobby Dykes, Streets Manager

3981 South K Street

Tulare, CA 93274-4257

(559) 684-4283 – (559) 685-2378 Fax

CONTRACT DOCUMENTS
FOR
2018 Annual Street Striping Project

CITY OF TULARE
TULARE COUNTY, CALIFORNIA

May 10 , 2018

5/10/2018

Bobby Dykes, Streets Manager

Date

Table of Contents

NOTICE INVITING BIDS	1
GENERAL PROVISIONS	5
SECTION 1: DEFINITION OF TERMS	5
SECTION 2: BIDDING REQUIREMENTS	7
SECTION 3: CONTRACT – AWARD AND EXECUTION	9
SECTION 4: CONTRACT – ADMINISTRATION	11
SECTION 5: SCOPE OF WORK	11
SECTION 6: CONTROL OF WORK	14
SECTION 7: CONTROL OF MATERIALS	20
SECTION 8: LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC	21
SECTION 9: PROSECUTION AND PROGRESS	26
SECTION 10: MEASUREMENT AND PAYMENT	31
SECTION 11: WORKER'S COMPENSATION INSURANCE	34
SECTION 12: SUSPENSION OR TERMINATION OF THE WORK	34
SECTION 13: CLAIMS AND DISPUTES	37
SECTION 14: MISCELLANEOUS PROVISIONS	38
SECTION 15: CONSTRUCTION SERVICES CONTRACT	39
SPECIAL PROVISIONS	41
SECTION 1000 Drawings and Standards	41
SECTION 1100 General Contract Provisions	42
SECTION 1200 Subcontracting	42
SECTION 1300 Contract Bonds	43
SECTION 1400 Progress of Work	43
SECTION 1500 Work Schedule	43
SECTION 1600 Wages and Payment	44
SECTION 1700 Intent of Plans and Specifications	46
SECTION 1800 Changes	46
SECTION 1900 Cooperation by Contractor	46
SECTION 2000 Traffic Control, Construction Signs, and Street Closing	46
SECTION 2100 Private and Public Property	49
SECTION 2200 Utilities	50
SECTION 2300 Cleanup and Dust Control	51
SECTION 2400 Construction Water	51
SECTION 2500 City Business License and Required Tax Documents	51

SECTION 2600 “OR EQUAL” Clause	51
SECTION 2700 Equal Employment Opportunity.....	52
SECTION 2800 Local Tax Matters	52
SECTION 2900 Submittals	52
SECTION 3000 Liquidated Damages	53
BID ITEM DESCRIPTIONS.....	55
CITY OF TULARE TECHNICAL SPECIFICATIONS	58
MISCELLANEOUS FORMS	68
A. Clean Air and Water Pollution Control Certification	69
B. Lobbying Restrictions Certification	70
C. Debarment and Suspension Certification	71
D. Non-Collusion Affidavit.....	72
E. Workers’ Compensation Insurance Certificate	73
F. Equal Employment Opportunity Compliance Certificate	74
G. Debarment and Suspension Certification	76
H. Prevailing Wages Certificate	77
I. Guarantee.....	78
BIDDER’S LIST OF SUBCONTRACTORS	82
REFERENCES FOR CONSTRUCTION PROJECTS COMPLETED	84
BIDDER’S BOND TO ACCOMPANY BID	85

NOTICE INVITING BIDS

CITY OF TULARE, CALIFORNIA
STREETS DEPARTMENT

Project Name: 2018 Annual Street Striping Project

Complete, signed and sealed bid proposals for the work will be received at the Office of the City Clerk of the City of Tulare, 411 East Kern Avenue, Tulare, California 93274 **until 2:00 P.M., on Thursday, June 7, 2018**, at which time they will be publicly opened and read aloud. Sealed bid proposals shall clearly identify the name of the project along with the Bidder's company name, bid opening date, and "SEALED BID" on the outside of the envelope.

Bid proposals are required for the entire work described herein. No bid proposal will be received unless it is made on a proposal form included in the Bid/Contract Document titled:

**CITY OF TULARE, CALIFORNIA
2018 Annual Street Striping Project**

General Work Description: The work to be done consists of the striping of existing traffic strips and installing new traffic striping as required and other pavement marking details that are required by the Standard Specifications, or Special Provisions which shall be performed, placed, constructed, or installed within public streets right of way.

Documents: An unofficial, unbound set of construction Bid/Contract Documents are available for downloading at the City of Tulare website: www.ci.tulare.ca.us

Under the "Departments" tab, select "Engineering" under Development Service subheading under Community Development heading, and then select "City Projects."

Bid Security, Bonds, and Insurance: Pursuant to California Public Contract Code Section 20170, each bid proposal must be accompanied by cash, certified or cashier's check, or bidder's bond, made payable to the City of Tulare for an amount equal to at least ten (10%) of the amount of the proposal, such guarantee to be forfeited should the bidder to whom the contract is awarded fails to enter into a contract.

The successful bidder shall furnish the payment bond, performance bond, a maintenance/warranty bond, workers compensation certificate, and all other insurance requirements identified in the Bid/Contract Document.

Substitution of Securities: Pursuant to Section 22300 of the California Public Contract Code, the Contractor may request the City to make retention payments directly to an escrow agent or may substitute certain securities for money withheld by the City to ensure performance under the Contract.

Award of Contract: All proposals will be compared on the basis of the Engineer's Estimate of the work to be done and the Engineer's evaluation of bidder's performance on prior public works construction projects as cited by bidder in the bid proposal.

All bidders are invited to attend the bid opening. The results of the bid opening will be reported to the City Council (and/or Board of Public Utilities) of the City of Tulare at a

regularly scheduled City Council or Board meeting. The contract will be awarded in the manner and within the time periods provided in Bid/Contract Document and as amended by the project Special Provisions and/or any Addenda.

The right is reserved by the City of Tulare to reject any and all bids, to waive any informality in the bids received, and to evaluate the bids submitted and to award the contract according to the proposal which best serves the interest of said City.

Contractor Licenses: Pursuant to California Public Contract Code Section 3300, the Contractor shall possess a valid **California Contractor's Class A, General Engineering License** at the time this contract is awarded and shall maintain a current and valid license throughout the duration of the project. Failure to possess the specified license(s) at the time the bid is submitted shall render the bid non-responsive.

City Business Licenses: The Contractor and all subcontractors listed in the Bid/Contract Document shall have a valid City of Tulare Business License at the time the contract is awarded.

Time of Completion: Contractor shall complete all work contained in the construction documents within **90 working days**.

Engineer's Estimate: The probable construction cost is estimated to be: **\$ 240,700**

Non-Mandatory Pre-Bid Meeting: A non-mandatory pre-bid meeting will be held on **May 24, 2018 at 3:00 PM** to entertain questions and to provide general project information. The meeting will be held at – Tulare City Hall Community Room, 411 E. Kern Ave. Tulare, California, 93274.

Non-Discrimination: The City of Tulare affirms that in any contract entered into pursuant to this advertisement, that it will affirmatively insure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprise, Minority Business Enterprise, and Women-Owned Business Enterprise will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award.

This project is subject to State contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

Prevailing Wage Rates: Pursuant to Section 1770 through 1780 inclusive of the California Labor Code, the general prevailing wage rates in Tulare County, in which the work is to be done, have been determined by the Director of the California Department of Industrial Relations. These wage rates are set forth in the General Prevailing Wage Rates for this project, available at the City of Tulare and available from the California Department of Industrial Relations' Internet web site:

<http://www.dir.ca.gov/DLSR/PWD>

It shall be mandatory upon the Contractor to who the Contract is awarded and upon any subcontractor to pay not less than the specified rates to all workers employed in the execution of the Contract. The Contractor shall cause a copy to be posted at the job site.

Project Administration: Inquiries regarding the plans, specifications, or estimate must be communicated as a bidder inquiry in writing by **5:00 PM on Friday, May 31, 2018**. Any such inquiries or questions submitted after this deadline will not be responded to and will not be grounds for a bid protest. Inquiries and questions shall be address to:

Bobby Dykes, Street Manager
411 East Kern Avenue,
Tulare, CA 93274
bdykes@tulare.ca.gov

Oral explanations or interpretations of plans and specifications are not binding. Any explanation, interpretation, or clarification of plans and specifications will be in the form of a written addendum to the plans and specifications issued to planholders of record.

Department of Industrial Relations (DIR) Registration: The Prime Contractor and Subcontractors (as listed in the Statement of Subcontractor's Form) shall be registered and shall provide proof of current registration at the time of Bid.

The Project is subject to compliance with monitoring and enforcement by the Department of Industrial Relations (California Labor Code Section 1771.4).

CITY COUNCIL OF THE
CITY OF TULARE

Bobby Dykes
Streets Manager
DATE: May 10, 2018

(This Page Intentionally Left Blank)

GENERAL PROVISIONS

SECTION 1: DEFINITION OF TERMS

1.1 Terms: Wherever used in the General Provisions, or in the other Construction Documents, the following terms have the meanings indicated, applicable both to gender (he/she, his/hers, him/her) and both to the singular and plural forms thereof:

AASHTO: Latest revised specifications of the American Association of State Highway and Transportation Officials.

Acceptance of Work: Date the Notice of Completion is recorded at the Office of the County Recorder, Tulare County, California.

Addenda: Written interpretation or revisions to any of the construction documents issued by the City before the bid opening.

ASTM: Latest revised specifications of the American Society for Testing Materials.

Amendment: Written or graphic instrument issued which clarifies, corrects or changes the solicitation.

Architect/Engineer: The person licensed to practice Architecture/Engineering by the State of California and who is identified as the Architect/Engineer of Record by affixing his/her seal upon the Construction Documents.

Bid Document: The document containing the General Conditions, Special Provisions, Technical Specifications, bid documents, blank contract, and forms required to bid the Project.

Bonds: Bid, performance, payment, and maintenance bonds as well as any other instruments of security.

Change Order: A document approved by the City Contract Representative and which is signed by the Contractor and the City Manager or his/her duly authorized designee and authorizes an addition, deletion, or revision to the Work, or an adjustment in the Contract Price, Completion time, issued on or after the effective date of the Contract.

City: The City of Tulare, California, a Municipal Corporation and Charter City.

City Contract Representative: The City official administering the Contract for the City of Tulare under authority of the City Engineer.

Completion Time: The number of working days agreed to by the City and Contractor for completion of the Work, which may be revised by written Change Order.

Construction: The process of building, altering, repairing, improving or demolishing any public structure or building or other public improvements of any kind to any real property.

Construction Documents: The documents including for construction plans; the Bid/Contract document including bid forms, the Contract, addendums, bonds and insurance, and required forms; and approved Change Orders required to bid and construct the Project.

Contract: General Terms and Conditions, the written included/attached Construction Services Agreement and all associated Attachments, Drawings, Amendments and Change Orders executed between the City and the Contractor covering the Work to be performed.

Contract Document: The document containing the General Conditions, Special Provisions, Technical Specifications, executed Contract, Addendums, and forms required to construct the Project.

Contract Price: The amount payable by the City to the Contractor for satisfactory completion of the Work, and as specified in the Contract as may be amended by written Change Order.

Contractor: Person, firm, or corporation, duly licensed to complete the Work, specifically identified in the Contract as a party thereto with whom the City has contracted for Construction services herein.

Department: Engineering Department of the City of Tulare.

Drawings: The graphic and pictorial portions of the contract, wherever located and whenever issued, showing the configuration, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

Engineer: City Engineer of the City of Tulare acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Field Order: Written order or directive issued by the City Contract Representative that orders non-substantial changes in the Work.

Final Completion Date: The calendar date upon which the Work is deemed one hundred percent (100%) complete, as determined by the City.

Laboratory: Designated laboratory authorized by the City of Tulare, to test materials and work involved in the contract.

Liquidated Damages: A sum set forth in the Contract documents to be deducted from any monies due the Contractor, not as a penalty, but in lieu of actual damages for late completion of the work and/or as otherwise outlined in the Contract and allowable by law.

Notice to Proceed: A written notice given by the City to the Contractor fixing the date on which the Completion time will commence and upon which the Contractor shall start to perform the Contractor's obligations under the Contract, unless otherwise specified in the Construction Services Contract in General Provisions, Section 15.

Public Inspector(s): The person or persons provided by the public authorities having code jurisdiction and who perform day-to-day inspections of the Work for compliance with applicable codes, statutes, rules, and regulations.

Schedule of Values: A schedule submitted by Contractor setting forth the values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the City Contract Representative may require. This schedule must be approved by the Engineer before the Contractor submits its first application for

progress payment and shall be used as a basis for reviewing and approving payments to the Contractor.

Shop Drawings: Drawings, diagrams, illustrations, schedules, and other data specifically prepared by or for the Contractor to illustrate, in detail, how specific portions of the Work shall be fabricated and/or installed, and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams, and other information prepared by a supplier and submitted by Contractor to illustrate material or equipment for some portion of the Work.

Specifications: Those portions of the Contract, Notice to Proceed, or Change Order(s), consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

State: State of California

State Standard Plans: The State of California, California State Transportation Agency, Department of Transportation (Caltrans) Standard Plans, 2015 Edition (unless noted otherwise).

State Standard Specifications: The State of California, California State Transportation Agency, Department of Transportation (Caltrans) Standard Specifications, 2015 Edition (unless noted otherwise).

Substantial Completion: A written declaration of the date upon which the City, in its sole discretion, determines the Work is substantially complete such that the City has beneficial use and/or occupancy. Upon substantial completion, the right of the City to assess liquidated damages for time after the date of substantial completion ceases, except as allowed for failure to meet final completion within the time specified in the Construction Services Agreement.

Tulare Municipal Code/City Charter: In addition to applicable State statutes, Federal regulations and requirements, the Municipal Ordinance(s), and City Charter that govern the construction services contracting and contract administration processes, including the resolution of contract claims, disputes, and controversies.

The Work (Work): The entire completed construction, or the various separately identifiable parts thereof, required to be furnished under the Contract, or, in the case of a job-order contract, within individual Notices to Proceed. Work is the result of performing services, furnishing labor, furnishing and incorporating materials and equipment into the construction, all as required by the Contract and/or Notice to Proceed, as appropriate.

1.2 Other Terms: Other terms appearing in the Bid/Contract Document, Standard Specifications, the General Provisions, and the Special Provisions shall have the intent and meaning specified in Section 1, "Definition of Terms" of the State Standard Specifications.

SECTION 2: BIDDING REQUIREMENTS

2.1 Examination of Plans, Specifications, and Site of Work: The bidder shall examine carefully the site of the work contemplated, the Plans, Bid/Contract Document, Special Provisions, Specifications, the Proposal, and Contract forms herein. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the

conditions to be encountered, as to the character, quality, and scope of work to be performed, the quantities of materials to be furnished, and as to the requirements of the Proposal, Plans, Specifications, and the Contract.

Contractor shall field verify the information shown on the Plans and shall notify the Streets Manager or City Engineer of any discrepancies forty-eight (48) hours prior to commencing any work.

The Contractor must examine, at Contractor's own risk and expense, the location of all surface structures of all character, which may require alterations in the progress of the Work. On Contractor's own behalf and at Contractor's own expense the Contractor shall make all necessary arrangements for identifying interference with existing public and private utilities structures and at Contractor's own risk and expense make the necessary alterations of such structures as required for the progress of the work. The Contractor shall give due and reasonable notice to public utilities in such a manner as to cause the least amount of inconvenience and expense.

2.2 Bid Form: All bids must be made upon blank forms to be obtained from the City. All bids must give the prices proposed, both in writing and figures, and must be signed by the bidder, with bidder's address. If an individual makes the bid then the individual's name and post office address must be shown. If made by a firm or partnership, the name and post office address of each member of the firm or partnership must be shown. If made by a corporation, the proposal must show the name of the state under the laws of which the corporation was chartered and the names, titles and business addresses of the president, secretary, and treasurer.

2.3 Required Listing of Subcontractors: On the Subcontractor List form, list each subcontractor to perform work in an amount in excess of 1/2 of 1 percent (0.5%) of the total bid or \$10,000, whichever is greater (CA Pubic Contract Code, § 4100 et seq.).

For each subcontractor listed, the Subcontractor List form must show:

1. Business name and the location of its place of business.
2. California contractor license number for a non-federal-aid contract.
3. Public works contractor registration number.
4. Portion of work it will perform. Show the portion of the work by:
 - 4.1. Bid item numbers for the subcontracted work
 - 4.2. Percentage of the subcontracted work for each bid item listed
 - 4.3. Description of the subcontracted work if the percentage of the bid item listed is less than 100 percent

2.4 Bidder's Guarantee: All bids shall be presented under sealed cover and shall be accompanied by cash, cashier's check, certified check, or bidder's bond, made payable to the City of Tulare, for an amount equal to at least ten percent (10%) of the amount of said bid, and

no bid shall be considered unless such cash, cashier's check, certified check, or bidder's bond is enclosed therewith.

2.5 Withdrawal of Bids: Any bid may be withdrawn at any time prior to the time fixed in the public notice for the bid opening only by filing written request for the withdrawal with the City Clerk. The request shall be executed by the bidder or his representative. The withdrawal of a bid prior to the bid opening does not prejudice the right of the bidder to file a new bid. No bids may be withdrawn after the time fixed in the public notice for opening of bids.

2.6 Rejection of Bids: Any bid may be rejected by the City of Tulare City Council or City of Tulare Board of Public Utilities if they show any alterations of form, additions not called for, conditional or alternative bids, incomplete bids, erasures or irregularities of any kind.

THE RIGHT IS RESERVED BY THE CITY TO REJECT ANY AND ALL BIDS

SECTION 3: CONTRACT – AWARD AND EXECUTION

3.1 The Contract: The documents in the Contract and its Attachments include the bid solicitation contents, bonds, insurance certificates, any amendments, drawings, and approved Contractor submittals.

The Contract comprises the entire agreement between the City and the Contractor concerning the Work and supersedes any prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by an instrument in writing and fully executed by the authorized parties to the Contract.

3.2 Intent of the Contract: The intent of the Contract is to include all labor, materials, equipment, transportation, and all other costs and expenses necessary for the proper execution and completion of the Work by the Contractor.

Notwithstanding anything in these General Provisions, full compensation for performing all work as shown, as specified, and as directed by the City is considered to be included in the various bid items, and no additional payment will be made.

The Contractor shall not take advantage of any apparent error or omission in the plans, estimated quantities or specifications. In the event Contractor discovers an error or omission after contract execution, the Contractor shall immediately notify the City Contract Representative. The City Contract Representative shall make any corrections necessary to fulfill the intent of the contract.

The Contract shall be construed in accordance with the laws of the State of California, the City of Tulare, and all laws regulating the construction of public works by the City, which are hereby incorporated by reference and made a part of the Contract as if fully set forth herein.

Materials or work described in words, which have a well-known technical or trade meaning, shall be held to refer to such recognized standards.

The organization of the Contract into divisions, sections or articles is solely for convenient reference and ease of review. Neither the headings nor divisions have any legal or contractual significance and shall not control division of the Work by the Contractor.

The Contractor shall include the cost of all reasonably anticipated utility fees, permits, licenses, etc. in each estimate or proposal submitted to City and hereby represents that all such costs have been included to the greatest extent feasible in any documents, projections, estimates, or proposals that formed the basis of negotiations and eventual execution of the Contract.

3.3 Award of Contract: The award of the contract, if it be awarded, shall be made to the responsive, responsible bidder meeting the specifications and requirements of the bid, having the lowest bid and satisfactory qualifications and performance record as determined by the City Contract Representative. Such award will be made within sixty (60) days after the opening of proposals.

1. Cost Factors: lowest responsive, responsible bid.

2. Non-Cost Factors: the Bidder's attention is directed to the "References for Construction Projects Completed," contained in the Bid Proposal. The Bidder shall complete reference forms as directed. The City Contract Representative will check references and evaluate Bidder's performance on these projects. The City Contract Representative's evaluation of the Bidder's performance on the projects will be used in the consideration of an award of a contract. The City Contract Representative's evaluation will be based on factors including the following:

2.1. Completion of construction projects within prescribed time,

2.2. Experience in construction of projects of the same type of project for which the Bid Proposal is being submitted,

2.3. Contract Change Order history,

2.4. Ability to adhere to construction standards and requirement during the prosecution of work, and

2.5. Quality of workmanship and need to repair defective work.

3.4 Return of Bidder's Guaranties: Within ten (10) working days after the award of the contract, the City Clerk will return the bid guaranties accompanying the bids which are not to be considered in making the award. All other bid guaranties will be held until the contract has been finally executed, after which they will be returned to the respective bidders whose proposals they accompany.

3.5 Contract Bonds: The successful Contractor shall furnish two bonds required by California Public Contract Code. Each of said bonds shall be executed in a sum equal to one hundred percent (100%) of the contract price. One of the said bonds shall guarantee the faithful performance of said contract by the Contractor; and the other bond shall secure the payment of claims for labor and materials. The Contractor shall also furnish a Maintenance Bond as specified in the Special Provisions. All contract bonds shall originate from a California "Admitted Surety Insurer" listed in the Federal Register. An "Admitted Surety Insurer" is defined pursuant to California Code of Civil Procedures, Section 995.120.

3.6 Execution of Contract: Execution of the Contract by the Contractor is a representation that the Contractor has thoroughly examined the Contract. The Contract shall be signed by the successful bidder and returned, together with the contract bonds, within ten (10) working

days, after the bidder has received notice that the contract has been awarded. No proposal shall be considered binding upon the City until the execution of the contract.

Failure to execute a contract and file acceptable bonds as provided herein within ten (10) working days after the bidder has received notice that the contract has been awarded, shall be just cause for the annulment of the award and the forfeiture of the proposal guarantee.

SECTION 4: CONTRACT – ADMINISTRATION

4.1 Ownership of the Contract: The Construction Documents, including, but not limited to, the Contract, the drawings, and Bid/Contract Documents are the property of the City and are not to be used by the Contractor or any subcontractor on other projects outside the scope of the Work without the expressed written consent of the City.

4.2 Lines of Authority and Communications: The City Manager is the City official with overall authority and responsibility for the award and administration of City Contracts. The City Manager and/or his/her designated representative, after consultation with the City Contract Representative has the ultimate authority to resolve disputes concerning Contract performance and to stop the Work whenever that stoppage may be necessary to ensure the proper execution of the Work.

The City Contract Representative is the designated representative of the particular City department for which the Work is being constructed (the "user department") or the City department which is responsible for oversight of the work.

Day-to-day administration of the Contract is the responsibility of the City Contract Representative. The City Contract Representative shall act as surveillant and technical advisor for the City.

The Contractor shall supervise and direct the Work, shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, procedures, and for coordinating all portions of the Work, unless the Contract gives contradictory specific instructions concerning these matters.

Except where the Contract otherwise provides or where direct communication has been specifically authorized, the Contractor shall communicate with the City Contract Representative regarding all matters relating to the Work and the Contract. Only upon unsuccessful communication or attempts at communication shall the Contractor communicate with the City Manager or his/her designee regarding the same.

SECTION 5: SCOPE OF WORK

5.1 Work to Be Done: The work to be done consists of obtaining all permits, paying all fees, and furnishing all labor, materials, methods and processes, implements, tools, and machinery except as otherwise specified which are necessary and required to construct and put in complete order for use in the work designated in the contract, and to leave the grounds in a neat condition.

5.2 Contract Prices: Bid prices submitted shall become contract prices with the execution by all parties of the Contract Document. The bidder shall include the entire cost of the Work in the bidder's bid prices, and it is understood and agreed that there is included in such

prices the cost of all permits, fees, labor, materials, equipment, and all incidental expense of whatever nature necessary to complete the work contemplated in the Construction Documents including but not limited to the plans, drawings, General Conditions, Special Provisions, and Technical Specifications and that no further payment will be made therefore, except where Change Order and/or force account work is authorized by the City Contract Representative.

5.3 Alterations: By mutual consent in writing of the parties signatory to the contract, alterations or deviations, increases or decreases, additions or omissions, in the plans and specifications may be made and the same shall in no way affect or make void the contract.

The City of Tulare reserves the right to increase or decrease the quantity of any item or portion of the Work, or to omit portions of the Work as may be deemed necessary or expedient by the City Contract Representative.

5.4 Extra Work and Force Account: The City Contract Representative may order extra work or make changes by altering, adding to, or deducting from the Work via Change Order. Additionally, new and unforeseen work will be classed as extra work when such work cannot be covered by any of the various items or combination of items for which there is a bid price.

All Change Order work shall be performed under the same terms and conditions of the original description of the Work, except for any extension of completion times necessitated by said Change Order(s). Certified payrolls shall be submitted with each billing for extra work.

The value of any additional work ordered by the City shall be determined as follows:

- a. By estimate and acceptance in a lump sum; or
- b. By unit prices in the Construction Services Agreement or the Contract; or
- c. By a fixed fee; or
- d. By force account.

The Contractor shall do no extra work except upon written order from the City Contract Representative. For such extra work the Contractor shall receive payment as previously agreed upon in writing, or Contractor shall be paid on force account. In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss to life and/or property. The Contractor shall immediately notify the City Contract Representative of any work performed under this provision. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be reviewed and determined as provided in this section.

If the work is done on force account, the Contractor shall receive actual cost of all materials furnished by him as shown by his paid vouchers plus fifteen percent (15%). However, the City reserves the right to furnish such materials required as it deems expedient and the Contractor shall have no claim for profit on the cost of such materials.

For all labor that is necessary, the Contractor shall receive the actual amount paid for labor including benefits as shown on certified payrolls or the current prices in the locality which shall have been previously determined and agreed to in writing by the Engineer and the Contractor, whichever is less, plus fifteen (15%) percent. The price paid for labor shall also include compensation insurance paid by the Contractor on the labor supplied as evidenced by a billing from the insurance carrier.

For all equipment that is necessary, Contractor shall receive the current prices in the locality which shall have been previously determined and agreed to in writing by the City Contract Representative and by the Contractor, plus fifteen percent (15%).

The additional fifteen percent (15%) the Contractor shall receive on extra work for materials, labor and/or equipment includes the cost of bonds, insurance, overhead and profit for the work.

All extra work and force account shall be documented daily upon report sheets prepared by the City Contract Representative, furnished by the Contractor, and signed by both parties, which daily reports shall thereafter be considered the true record of extra work or force account work done.

Daily reports shall be submitted no later than the second working day following the work for labor and equipment involved and no later than the fifth working day for material invoices and specialized forces. Unless otherwise permitted by the City Contract Representative, no payment will be made for extra work on a force account basis if it has not been reported within the time and in the manner specified.

5.5 Substandard Work: The City may, in its sole discretion, determine the Work to be acceptable, but of diminished value rather than require removal, repair, or replacement of non-conforming work or materials. If the City elects this option, the Engineer shall issue a Change Order incorporating the necessary revisions in the Contract, including any appropriate reduction in the contract price. Any such Change Order does not require the signature or approval of the Contractor but does require the signature and approval of the City Manager or designee. Acceptance of non-conforming work shall not constitute a waiver on the City's part relating to any portion of the Work other than that specifically identified in the Change Order.

5.6 Removal of Obstructions: The Contractor shall remove and dispose of all structures, debris, or other obstructions of any character to allow for the construction of the proposed Work, as required by the City Contract Representative.

5.7 Public Utilities: The Contractor shall contact Underground Service Alert (U.S.A.) at 811 prior to any excavation work.

The Contractor shall cooperate with the public utility companies who may be engaged on related or adjacent work and Contractor shall so conduct operations so as not to interfere with such work, nor to injure or damage such work.

The locations in public streets of pipes, conduits, and other facilities as furnished by the public utility companies and by the City, are indicated on the plans. However, the City makes no representation as to the accuracy of said locations (horizontal and vertical), and Bidders are herewith instructed to apply to companies and City departments concerned, for any additional information which may be required.

The fact that any underground facility is not shown on the plans shall not relieve the Contractor of his responsibility in protecting such underground facilities from injury or damage. It shall be the Contractor's responsibility to ascertain the existence of any underground improvements or facilities which may be subject to damage by reason of his operations. The contractor shall notify Underground Service Alert (USA) a minimum of 48-hours prior to the start of work. Upon exposing any utility's underground facility, the

contractor shall notify that owner of that utility immediately.

5.8 Final Cleaning Up: Upon completion and before making application for acceptance of the work, the Contractor shall clean the facility, street or road, borrow pits, and all ground occupied by him in connection with the work, to the satisfaction of the property owner, of all rubbish, excess materials, temporary structures and equipment. All parts of the work shall be left in a neat and presentable condition.

5.9 Maintenance: At Contractor's own expense, the Contractor shall make all necessary repairs and replacements to remedy in a satisfactory manner any and all defects due to faulty materials or workmanship, or due to disturbance of or damage to City improvements by the Contractor's operations under the contract and contrary to the specifications, or due to any other failure to comply with the specifications, when such defects occur in any part of the Work done under the contract, or upon surface improvements of the City such as pavements, curbs, gutters, driveway approaches, walks, tracks, poles, wires, walls, stairways, or other surface structures provided that such defect or defects be detected within one (1) year following the date of acceptance of the work.

After receiving written notification by the City Contract Representative, should the Contractor fail to remedy promptly any such defect occurring as set forth above, or should the best interest of the City require an immediate remedy without delay incident of such notification, the City Contract Representative may cause such repairs, replacements, or any other remedy to be made, and the expense so incurred shall be chargeable to and shall be paid by the Contractor.

Nothing in this section shall be construed as a waiver, or impairment of any of the City's rights under the contract, or of any other recourse provided by law to correct defects.

SECTION 6: CONTROL OF WORK

6.1 Responsibilities of the City Contract Representative: The City Contract Representative shall decide any and all questions which may arise as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; all questions which arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the Contractor, and all questions as to claims and compensation.

The City Contract Representative's decision shall be final and the City Contract Representative shall have executive authority to enforce and make effective such decisions and orders that the Contractor fails to carry out promptly.

Unless the Contractor is responsible for design of the Work, the City Contract Representative shall furnish to Contractor, free of charge, up to three (3) copies of the project plans, specifications, and available instructions. The City Contract Representative may furnish additional clarifications or interpretations, in writing or by drawings, as may be necessary for the proper progress of the Work. Such additional clarifications and interpretations shall be furnished with reasonable promptness, and the Contractor shall not do work without drawings or written clarifications, where needed. All drawings, specifications, and copies thereof, furnished by the City Contract Representative are City property. They are not to be used on other work and, with the exception of the signed

Contract, are to be returned to the City Contract Representative at the completion of the Work.

The City Contract Representative shall engage in general surveillance of the Work. By making sufficient periodic visits to the site of the Work, the City Contract Representative shall become thoroughly familiar with the progress and quality of completed portions of the Work, and will assess if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract.

The City Contract Representative will decide all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress, and all questions which may arise as to the interpretation of the drawings and specifications.

The City Contract Representative shall have the authority to reject work that is not in conformity with the Contract and to order additional inspections and testing of the Work. The City Contract Representative's failure to discover/reject materials or work not in accordance with the plans, specifications, or Contract Documents shall not be considered acceptance thereof or a waiver of any sort. Any failure of the City Contract Representative to properly perform inspections, tests, approvals, or other responsibilities under the Contract shall not relieve the Contractor from its contractual responsibilities or its obligation to perform and complete the Work in strict accordance with the Contract Documents.

The City Contract Representative shall conduct an initial review of written Change Orders submitted by the Contractor and approve or deny the same, in writing. The City Contract Representative may prepare Change Orders, provide field clarifications and connections. All Change Orders shall be approved by the City Manager/designee prior to work being performed pursuant to the Change Orders. In the event of safety emergencies that may cause injury or loss of life to any person, or circumstances reasonably anticipated to cause damage to private or public property, the City Contract Representative may issue Change Orders necessary to avert, or mitigate to the greatest extent possible, any loss of life, injury, or property damage. Any Change Orders issued pursuant to this section shall be clearly labeled "Emergency Change Order" upon approval by City Contract Representative and Contractor may immediately begin work pursuant upon receipt of said order, without waiting for City Manager/designee approval.

The City Contract Representative, pursuant to Section 13 – "Claims and Disputes" of these General Provisions, shall make recommendations to the City Manager as to all claims of the Contractor.

The City Contract Representative will review and process the Contractor's monthly Estimates for Payment, Invoices, etc. as more fully set forth in Section 10 – "Measurement and Payment of these General Provisions."

The City Contract Representative will conduct inspections to determine the dates of Substantial Completion and Final Completion and will certify such dates to the City Manager.

The City Contract Representative will not have control over or responsibility for construction means, methods, techniques, sequences or procedures, or for safety precautions/programs in connection with the Work, since these are solely the Contractor's responsibility. Failure of the City Contract Representative to note unsafe working conditions, conditions dangerous to the general public, or to stop work on account of such conditions, shall not be

deemed approval of such conditions and shall not relieve the Contractor of sole responsibility for such conditions.

6.2 Responsibilities of the Contractor: It shall be the duty of the Contractor to carefully study and compare all drawings, specifications, and instructions. If any discrepancies, errors, omissions or inconsistencies are discovered in the drawings or specifications, or between the drawings and specifications, or if there are any conflicts between existing site conditions and the requirements of the drawings or specifications, the Contractor shall immediately call all discrepancies to the attention of the City Contract Representative. If the Contractor performs any construction activity knowing it involves an error, inconsistency, or omission in the Contract without notice to the City Contract Representative, the Contractor shall assume full responsibility for such performance and shall pay a proportionate share of the attributable costs for correction.

The Contractor shall be required to use for data and dimensions, figures marked on the drawings in reference to what the drawings may measure to scale; but in the absence of figured dimensions, scaled dimensions may be used with the prior written concurrence of the City Contract Representative. The Contractor shall verify all dimensions shown and check all measurements relating to any present building or buildings, level or grades, walks, driveways, or other existing conditions before executing any work. Errors or inconsistencies shall be reported to the City Contract Representative immediately.

Change Orders will not be issued to cover any cost, loss, or expense for additional labor or materials required to rectify any error or inconsistency in the drawings and specifications unless prior notification is given by the Contractor to the City Contract Representative.

The Contractor shall perform the Work in accordance with the Contract and with shop drawings, product data, and samples that have been approved by the City Contract Representative.

Notwithstanding the above provisions, if the Contractor is responsible for the design of the Work, the Contractor shall ensure the accuracy and completeness of the drawings, specifications, and instructions. If any discrepancies, errors, omissions, or inconsistencies are discovered in the drawings or specifications, or between the drawings and specifications, or there are any conflicts between existing site conditions and the requirements of the drawings or specifications, the Contractor shall immediately call all such discrepancies to the attention of the City Contract Representative and the Contractor shall be responsible for any required corrective action.

Contractor's Supervision: The Contractor shall efficiently and continuously supervise and direct the Work, using its best skill and attention. Unless the Contract specifically provides otherwise, the Contractor shall be solely responsible for and shall exercise control over construction means, methods, techniques, and procedures and shall coordinate the sequences of all portions of the Work.

The Contractor shall provide an experienced and capable superintendent/project manager, approved by the City Contract Representative, who shall physically be present at the project site during all times in which work is being performed. The superintendent/project manager shall not be changed without concurrence of the City Contract Representative, unless s/he ceases to be in the Contractor's employ. The superintendent/project manager shall represent the Contractor and all notifications given to him/her shall be as binding as if given to the Contractor.

The Contractor hereby expressly agrees that, to the same extent that Contractor is responsible for acts or omissions of its agents, representatives, and direct employees, Contractor shall be responsible to the City and any other injured party for acts and/or omissions of Contractor's subcontractors and/or of any persons either directly or indirectly employed by the Contractor.

6.3 Plans: All authorized alterations affecting the requirements and information given on the approved Plans shall be in writing. No changes shall be made of any plan or drawing after the same has been approved by the City Contract Representative, except by direction of the City Contract Representative.

Working drawings or Plans for any structure not included in the Plans furnished by the City shall be approved by the City Contract Representative before any work involving these Plans shall be performed, unless approval is waived in writing by the City Contract Representative.

It is mutually agreed that approval by the City Contract Representative of the Contractor's working plans does not relieve the Contractor of any responsibility for accuracy of dimension and details, and that the Contractor shall be responsible for agreement and conformity of Contractor's working plans with the approved plans and specifications.

6.4 Conformity with Plans: Finished surfaces in all cases shall conform to the lines, grades, cross sections, and dimensions shown on the approved plans. Deviations from the approved plans, as may be required by the needs/demands of construction, will be determined in all cases by the City Contract Representative and authorized in writing.

6.5 Coordination of Plans and Specifications: These specifications, Special Provisions, and technical specifications, the plans, and all supplementary construction documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. The documents are intended to be complementary, cooperative, and to describe, and to provide for a complete Work.

If a discrepancy exists:

- A. Governing ranking of Contract parts in descending order is:
 - 1. Any and all Amendments.
 - 2. Special Provisions
 - 3. The Contract including this Agreement
 - 4. Project Specifications
 - 5. Project Plans
 - 6. City Standard Specifications
 - 7. City Standard Plans
 - 8. Supplemental project information and specifications
 - 9. Bonds and Insurance
- B. Written numbers and notes on a drawing govern over graphics
- C. Detail drawing governs over a general drawing
- D. Specific specification governs over a general specification

E. Specification in a section governs over a specification referenced by that section

In case of discrepancy between the total cost shown for a bid item and the numerical unit cost, the numerical unit cost shall govern and payment shall be based on the numerical unit cost. In case of discrepancy between the written unit price and the numerical unit cost, the written unit price shall govern and payment shall be based on the written unit price. In case of conflict between the sum of the total costs of the bid items and the total project bid, the sum of the total costs of the bid items shall govern.

If a discrepancy is found or confusion arises, the Contractor shall immediately notify the City Contract Representative in writing.

6.6 Interpretation of Plans and Specifications: Should it appear that the work to be done, or any matter relative thereto, is not sufficiently detailed or explained in these specifications, plans, and the Special Provisions, the Contractor shall apply to the City Contract Representative for such further explanation as may be necessary, and shall conform to such explanation or interpretation as part of the contract, so far as may be consistent with the intent of the original specifications. In the event of doubt or question relative to the true meaning of the specifications, reference shall be made to the City Contract Representative whose decisions thereon shall be final.

6.7 Lines and Grades: Stakes will be set by the Engineer as the Engineer determines to be necessary to establish the lines and grades required for the completion of the work specified in these Specifications, on the Plans, and in the Special Provisions.

All distances and measurements are given and will be made in a horizontal plane. Grades are given from the top of stakes or nails, unless otherwise noted on the plan or cut sheets.

Three consecutive points shown on the same rate of slope must be used in common, in order to detect any variation from a straight grade, and if any discrepancy is not reported to the City Contract Representative, the Contractor shall be responsible for any error in the finished work.

The Contractor shall give at least (2) two working days' notice in writing when Contractor will require the services of the City Contract Representative for laying out any portion of the work. The Contractor shall furnish the City Contract Representative such facilities and labor necessary for marking and maintaining points and lines as Contractor may require.

The Contractor shall preserve all stakes and points set for lines, grades, or measurements of the work in their proper places until authorized to remove them by the City Contract Representative. All expenses incurred in replacing stakes that have been removed without proper authority shall be paid by the Contractor.

6.8 Inspection: The City shall at all times have access to the work during construction, and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials used and employed in the work. Unless otherwise specifically provided in the Contract, City Inspectors who perform day-to-day inspections of the Work for compliance with applicable codes will have authority to require compliance with drawings, specifications, applicable codes, and may provide clarification of any unspecified or unclear item or situation.

If the drawings or specifications, laws, ordinances, or any public authority requires any work to be specially tested or approved, the Contractor shall give the City Contract Representative timely notice of its readiness for inspection. If the inspection is by an

individual, authority, or entity other than the City Contract Representative or the Public Inspectors, the Contractor shall advise the City Contract Representative of the date fixed for such inspection.

Piping, wiring, ducts, etc., shall not be covered before any required inspection, approval, and certificate issuance. In the event that any work designated for inspection is covered prior to inspection, it must be uncovered by the Contractor when inspection is ordered. The Contractor shall be responsible for any expenses relating to said uncovering and re-covering.

Whenever the Contractor varies the period during which work is carried out on each day, Contractor shall give due notice to the City Contract Representative so that proper inspection may be provided. Any work done in the absence of the City Contract Representative will be subject to rejection.

The inspection of the work shall not relieve the Contractor of the obligation to perform the Work in accordance with the Contract. Defective work shall be made good and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the City Contract Representative and accepted or estimated for payment.

Special Inspections and Testing of Materials: All equipment and materials used in the construction of the Work, especially those upon which the strength and durability of the structure may depend, will be subject to adequate inspection and testing in accordance with accepted standards, to establish conformance with specifications and suitability for the use intended, as determined by the City Contract Representative.

The performance of tests and the engagement of testing laboratories or agencies must have the prior approval of the City Contract Representative. Required testing will be made at City expense when the Contractor notifies the City Contract Representative the item is ready for testing. If the initial test for an item fails, all subsequent re-testing shall be at the Contractor's expense, and the costs of subsequent re-testing shall be deducted from City payments made to the Contractor. All tests will be taken at the direction of the City Contract Representative.

6.9 Removal of Defective and Unauthorized Work: The Contractor shall promptly replace, correct, or complete all work which is defective in its construction or deficient in any of the requirements of these specifications and shall bear the expense of correcting the work of other contractors destroyed or damaged by removal or replacement of any materials or portion of the Work rejected as non-compliant. The City shall provide written notice of rejection for non-compliance and the deadline for removal. Upon failure on the part of the Contractor to comply forthwith with any order of the City Contract Representative made under the provisions of this article, the City Contract Representative shall have authority to cause defective work to be remedied or removed and replaced, and unauthorized work to be removed, and to deduct the costs thereof from any monies due or to become due the Contractor.

Any failure on the part of the City to condemn defective work or material at the time of construction shall not be deemed an acceptance. The Contractor shall be required to remove, correct, or replace any defective work or material at any time prior to final completion and upon demand by the City.

Any work done beyond the lines and grades shown on the plans or established by the City Contract Representative, or any extra work done without written consent, will be considered as unauthorized and will not be paid for. Upon order of the Engineer, unauthorized work shall be remedied, removed or replaced at the Contractor's expense.

6.10 Final Inspections: Whenever the work provided and contemplated by the contract has been satisfactorily completed and the final cleaning up performed, the City Contract Representative will make the final inspection. When the City Contract Representative is satisfied that the contract has been fulfilled, the City Contract Representative will recommend that the City of Tulare accept the project as completed.

6.11 Correction of Work After Final Payment: If any work or material is found to be defective or non-compliant with Contract requirements, the City shall give written notice thereof to the Contractor and the Contractor shall promptly correct the defect or non-compliant work or material. This section shall survive acceptance of the Work or termination of the Contract. The Contractor's responsibility to remove, correct, or replace, under this section shall extinguish upon expiration of the applicable time period. The applicable time period shall be that which provides for the latest date in time out of the following:

1. Twelve (12) months following the date of Final Completion of the Work; or
2. The period of time prescribed by any special warranty required by the Contract; or
3. The period of time prescribed by local, state, or federal law.

If the Contractor fails to remove, repair, or replace within seven (7) calendar days following written notice by the City, or any longer period of time as may be provided for in the notice, the City may perform the work and charge to the Contractor or the Contractor's surety all expenses incurred, including the actual cost of labor, equipment, and materials.

SECTION 7: CONTROL OF MATERIALS

7.1 Samples and Tests: At the option of the City Contract Representative, the City Contract Representative shall approve the source of supply of each of the materials before delivery is started and before such material is used in the work. The Contractor or producer of all materials to be used in the work for testing shall submit representative preliminary samples of the character and quality prescribed for examination as desired by the City Contract Representative.

All tests of materials furnished by the Contractor shall be made in accordance with commonly recognized standards of national organizations, and such special methods and tests as are prescribed in these specifications.

The Contractor shall furnish such samples of materials as are requested by the City Contract Representative, without charge. No material shall be used until it has been approved by the City Contract Representative. Samples will be secured and tested whenever necessary to determine the quality of material.

The Contractor may be required to test and furnish test results for up to five tenths of one percent (0.5%) of the materials used in this contract. Materials shall be tested for strength by methods described in ASTM Specifications or as identified in the Special Provisions and Technical Specifications.

7.2 Defective Materials: All materials not conforming to the requirements of these specifications shall be considered as defective, and all such materials, whether in place or not, shall be removed immediately from the site of the work unless otherwise permitted by the City Contract Representative. No rejected materials, the defects of which have been subsequently corrected, shall be returned to the work site unless and until approval for its use has been given by the City Contract Representative in writing.

Upon failure on the part of the Contractor to comply with any order of the City Contract Representative made under the provisions of this article, the City Contract Representative shall have authority to remove and replace defective material and to deduct the cost of removal and replacement from any monies due or to become due the Contractor.

7.3 Standard of Materials: The Contractor warrants to the City that all materials and equipment furnished under the Contract will be new unless otherwise specified, and that all and any part of the Work will be of good quality, free from faults and defects, and in conformance with the Contract. All work not conforming to these standards, including substitutions not properly approved and authorized, may be considered defective.

Materials not conforming to the specifications shall be rejected and promptly removed from the work site, unless otherwise directed by the City Contract Representative.

Wherever the name or brand of a manufactured article is used herein, it is intended to indicate a standard or measure of quality and utility. After the Contract Price for the Work has been agreed to by the City, changes of brand-named, trade-named, trademarked, or patented articles, or any other substitutions will be allowed only by written order signed by the City Contract Representative. Unless otherwise agreed to via Change Order, the City shall receive all benefits of the difference in costs when a substitution is approved. Materials incorporated in the work and not specifically covered in the specifications shall be of the highest quality and the best of their kind typically used in the same trade.

The Contractor shall furnish all materials required to complete the work, except those expressly specified to be furnished by the City. The Contractor shall receive, inventory, store, inspect, protect, distribute, and install City furnished material, unless otherwise specified. The cost of handling and placing all materials after they are delivered to the Contractor shall be considered as included in the contract price. The Contractor shall be responsible for all material delivered to the Contractor. It is the Contractor's responsibility to notice the City Contract Representative of any visible defects with materials to be supplied by the City prior to accepting the material. Once accepted, the Contractor will be responsible for the condition of material supplied by the City. Deductions shall be made from any monies due the Contractor as reimbursement for any shortages or deficiencies, from any cause whatsoever, for any damage which may occur after delivery, and for any charges relating to late delivery.

SECTION 8: LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

8.1 Laws to be Observed: It shall be the Contractor's responsibility to be fully informed of all existing and future State and Federal Laws and all municipal ordinances and regulations of the City of Tulare which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work and of all

such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

8.2 Alien Labor: The Contractor shall forfeit as penalty to the City of Tulare, ten dollars (\$10.00) for each alien knowingly employed in the execution of the contract, by Contractor or by any subcontractor under Contractor on any part of the work herein mentioned, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation of the provisions of the Labor Code and in particular, Sections 1850 and 1854 thereof, inclusive.

8.3 Hours of Labor: The Contractor shall forfeit, as penalty to the City of Tulare, twenty-five dollars (\$25.00) for each laborer, workman or mechanic employed in the execution of the contract by Contractor, or by any subcontractor under Contractor, upon any of the work hereinbefore mentioned, for each calendar day during which said laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of the provisions of the Labor Code, and in particular, Sections 1810 and 1816 thereof inclusive.

8.4 Labor Discrimination: No discrimination shall be made in employment of persons upon Public Works because of the race, color, or religion of such persons and every contractor for public works violating this section is subject to all the penalties imposed for a violation of Chapter I of Part VII in accordance with the provisions of Section 1735 of the Labor Code.

8.5 Prevailing Wage: The Contractor shall forfeit as penalty, to the City of Tulare fifty dollars (\$50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman or mechanic is paid less than the general prevailing rate of wages hereinafter stipulated for any work done under the attached contract, by Contractor, or by any subcontractor under Contractor, in violation of the provisions of the Labor Code and in particular Sections 1770 to 1781 thereof, inclusive.

The City of Tulare has ascertained the general prevailing rate of wages applicable to the work to be done as set forth in the **Notice Inviting Bids**.

8.6 Registration of Contractors: The contractor shall be duly licensed and qualified to perform the work addressed under the provisions of this contract. Before submitting bids, contractors shall be licensed in accordance with the provisions of Chapter 9 of Division III of the Business and Professions Code. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

8.7 Permits and Licenses: The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

8.8 Patents: The Contractor shall assume all responsibilities arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work.

8.9 Programming Work and Maintaining Traffic: The Contractor shall so conduct Contractor's operations as to cause the least possible obstruction and inconvenience to the public.

The Contractor shall furnish, erect and maintain such fences, barriers, lights and signs as are necessary to give adequate warning to the public at all times that work is under construction and of any dangerous conditions to be encountered as a result thereof, and Contractor shall also erect and maintain such warning and directional signs as required by the Inspector.

Residents along the road or street shall be provided access to driveways, houses and buildings, as directed by the City Contract Representative. Temporary crossings shall be provided and maintained in good condition.

Not more than one cross or intersecting street or road shall be closed at any one time without the approval of the City Engineer. In order to protect the public from dust nuisance, or damage to property along the line of work, the Contractor shall adequately sprinkle the grade with water or other dust palliatives approved by San Joaquin Valley Air Pollution Control District as often as necessary to control the dust.

8.10 Protection of Persons and Property: The Contractor shall be responsible for initiating, maintaining, supervising, and directing all safety precautions and programs while performing the Work.

The Contractor shall be responsible for the protection of all Work until completion and final payment is made, including any material or equipment to be incorporated, whether in storage on or off the Work site.

The Contractor shall, at their own expense, replace damaged or lost material, or repair damaged parts of the Work or of other property at the work site or adjacent thereto, and the Contractor and their sureties shall be liable therefor.

The Contractor shall assume all risks from floods and casualties and shall make no claim for damages for delay from such causes. However, a reasonable extension of time on account of such delays may be allowed, subject to the conditions contained in Section 9 – "Prosecution and Progress" of these General Provisions.

In the event the Contractor encounters material reasonably believed to be a hazardous material, such as asbestos or polychlorinated biphenyl (PCB), the Contractor shall immediately stop work in the area affected and report the condition to the City Contract Representative.

The Contractor shall take all necessary precautions for the safety of employees and other persons who may be affected thereby, and shall comply with all applicable provisions of Federal, State and Municipal safety laws and building codes to prevent accidents or injury to persons.

The Contractor warrants it is fully familiar and shall comply with all safety requirements of the Occupational Safety and Health Act (29 U.S.C. Sections 641-678, or as amended or re-codified from time to time). Also, the Hazard Communication Act relating to the use of hazardous materials (29 C.F.R. 1910-1200, or as amended or re-codified from time to time), as promulgated by the Federal Government and as implemented by the State of California, and that it will be solely responsible for all fines and penalties provided for by law for any

violation of such Act and, furthermore, shall require all subcontractors to comply with such Acts and with the provisions of this Section. Any claims arising out of alleged violations of such Acts are covered by the indemnification set forth in Section 801.11.

8.11 Indemnification: To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless City of Tulare, its agents, representatives, officers, directors, officials and employees from any and all liability, claims or damages of whatsoever kind or character, and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor, Contractor's independent contractors, employees, representatives, agents and invitees, and the passive or active negligent acts or omissions of the City of Tulare or its officers, employees and agents while acting within the scope of their duties regarding the Work to be performed pursuant to this Agreement.

The Contractor agrees that the use of any and all public streets and improvements, which are part of or subject to this Contract shall be at all times, prior to the final acceptance by the City of Tulare, the sole and exclusive risk of the Contractor. The Contractor further specifically agrees that Contractor shall indemnify and hold free of any liability the City of Tulare for any accident, loss, or damage to the work which is the subject of this Contract prior to its completion and acceptance by the city.

8.12 Public Liability Insurance: The insurance requirements for Contractor together with the special endorsement forms, which the Contractor is expected to deliver, are annexed into this Bid/Contract Document and are considered a part of the contract. Said insurance requirements for Contractor require naming the City of Tulare, its officers, employees and agents as co-insured's and shall protect them from claims for personal injury, death or property damage suffered by third persons or by officers, employees and agents of the Contractor, and arising out of or in connection with the work which is the subject of this Agreement. As a condition precedent and prior to commencement of the work to be performed pursuant to this Agreement, the Contractor agrees to:

- a) Obtain insurance coverage of the types and amounts required in this subsection and keep such insurance coverage in force throughout the life of the Contract. The Contractor will provide satisfactory certificates of the required coverage to the Contracting Officer before beginning the Work. All policies will contain an endorsement providing that written notice be given to the City at least thirty (30) calendar days prior to termination, cancellation or reduction in coverage in any policy; and
- b) Include the City as an additional insured on the General Liability Insurance and Automobile Liability Insurance policies with respect to liability arising out of the performance of the Work. The Contractor agrees that the insurance required hereunder will be primary and that any insurance carried by the City will be excess and not contributing; and
- c) Provide and maintain minimum insurance coverage as follows:

Coverage Afforded	Limits of Liability
Worker's Compensation	Statutory
Commercial General Liability Insurance Including:	\$2,000,000 Bodily Injury and Property Damage, Combined
a) Products & Completed Operations	Single Limit
b) Blanket Contractual	
c) Explosion, Collapse & Underground Hazard	
Automobile Liability Insurance including:	\$2,000,000 Bodily Injury and Property Damage, Combined
a) Non-owned	Single Limit
b) Leased	
c) Hired Vehicles	

[] Checked if Applicable

Builder's Risk Insurance including Contract Value (Less site preparation)

8.12 (a) Notwithstanding any inconsistent statement in the insurance policy or certificate or any subsequent endorsement attached thereto, the City of Tulare shall be insured or named as additionally insured, covering the work which is the subject of this Agreement, whether liability is attributable to the Contractor or to the passive or active negligence of the City of Tulare. Said insurance shall be in effect on the date the work is commenced and shall expire no sooner than one (1) year after the date on which the work is completed and accepted by the City of Tulare. The cost of providing this insurance requirement shall be borne by the Contractor.

8.12 (b) All liability insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that in the event of expiration, cancellation or any reduction in scope or coverage of such policies for any reason whatsoever, the City of Tulare shall be notified by registered mail, return receipt requested, giving it sufficient time before the date thereof to comply with any applicable law or statute, but in no event less than thirty (30) days before the cancellation or any reduction in scope or coverage is effective.

8.13 Contractor's Responsibility: Except as provided above, until the formal acceptance of the work by the City of Tulare, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage of any other cause whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof, except such injuries or damages occasioned by acts of the federal government or the public enemy.

8.14 Responsibility of City: The City of Tulare shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided in these specifications.

SECTION 9: PROSECUTION AND PROGRESS

9.1 Subletting and Assignment: The Contractor shall give personal attention to the fulfillment of the contract and shall keep the work under Contractor's control. The Contractor shall ensure that the subcontractors assigned to this Contract are available throughout the term of the Contract. In the event that Contractor requests substitution of subcontractors, the Contractor shall obtain prior written approval from the City for subcontractor substitution. The Contractor shall ensure that substituted subcontractors are equally qualified and capable.

The Contractor agrees that each subcontractor shall be bound by the terms of the Contract. In the event of a conflict between the substance of a written subcontract and the language of this Contract, the language of this Contract shall prevail.

The Contractor shall ensure that each subcontract preserves and protects the rights of the City under the Contract with respect to the work to be performed by the subcontractor. Where appropriate, the Contractor shall require each subcontractor to enter into similar agreements with sub-subcontractors. In this connection, the Contractor shall make available to each subcontractor, prior to execution of any subcontract, copies of the Contract provisions to which the subcontractor will be bound. Subcontractors shall also make copies of applicable portions of the Contract available to their respective subcontractors.

Each subcontract will require the subcontractor to submit to the Contractor, invoices for payment in such reasonable time as to enable the Contractor to apply for payment to the City in a timely manner. Invoices shall include any claims for extras, extensions of time, and damages for delays or otherwise to the Contractor in the same manner provided in the Contract for like claims by the Contractor upon the City.

Subcontractors will not be recognized as such, and all persons engaged in the work of construction shall be considered as employees of the Contractor, and their work shall be subject to the provisions of the contract and these specifications.

Where a portion of the work sublet by the Contractor is not being prosecuted in a manner satisfactory to the City Contract Representative, the subcontractor shall be removed immediately on the requisition of the City Contract Representative and shall not again be employed on the work.

The Contractor further agrees:

- a) To be bound to the subcontractor by all the obligations that the City assumes to the Contractor under this Contract, and by all provisions thereof affording remedies and redress to the Contractor from the City.
- b) To promptly pay the subcontractor in accordance with applicable State statute.
- c) That, at all times, the subcontractors' total payments shall be proportionate to the value of the labor and materials provided by them. Payment may be preconditioned upon the subcontractors providing the Contractor with requested significant partial or final lien waivers.
- d) To pay the subcontractor to such extent as may be provided by the Contract or the subcontract, if either of these provides for earlier or larger payments than the above.

- e) To ensure timely payment to subcontractors for their work as performed and for materials fixed in place, less any applicable retention, despite any delay by the City in making payments to the Contractor for any cause not the fault of the subcontractor.
- f) To share or forward, as appropriate, with its subcontractors or, as appropriate, with the City, any fire insurance money received by the Contractor under the insurance provisions of the Contract.
- g) That no claim for services rendered or materials furnished by the Contractor to the subcontractor shall be valid unless written notice thereof is given by the Contractor to the subcontractor during the first ten (10) days of the calendar month following that in which the claim originated.
- h) To give the subcontractor an opportunity to be present and to submit evidence in any contractual claim, controversy or dispute.

Nothing in this Article shall create any obligation or responsibility on the part of the City to ensure payments to any subcontractor(s), except as may be required by law.

Each subcontract agreement for a portion of the Work is hereby assignable by the Contractor to the City, provided that:

- a) Assignment is effective at the sole option of the City and only upon termination of the Contract for cause pursuant to Section Twelve, Paragraph 12.2 "Termination by the City for Cause" of these General Provisions, and only for those subcontract agreements which the City chooses to accept by notifying the subcontractor in writing; and
- b) Assignment is subject to the prior rights of the surety obligated under Bonds relating to the Contract.

9.2 Separate Contracts: The City reserves the right to perform construction or operations related to the Work with the City's own forces and to enter into separate Contracts in connection with other portions of the Work or other construction or operations on the Work site.

The Contractor shall afford other Contractors on the Work site reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate its work with theirs.

The City Contract Representative shall coordinate the activities of the City's own forces and of each separate Contractor connected with the Work. The Contractor and all other Contractors on the work site shall review their construction schedules and cooperate with the City Contract Representative in coordinating various portions of the Work with the schedules of such separate contractors.

If any part of the Contractor's work depends, for proper execution or results, upon the work of any other contractor, the Contractor shall inspect and promptly report to the City Contract Representative any defects in such work that render it unsuitable for continuance of the Contractor's Work. Failure to inspect and report may constitute an acceptance of the other contractor's work as fit and proper for the reception of the Contractor's Work, except as to defects not then reasonably discoverable.

Costs caused by the Contractor because of delays or by improperly timed activities or defective construction shall be borne solely by the Contractor.

If the Contractor causes damage to any separate contractor on the site, the Contractor, upon due notice, agrees to settle with such separate contractor by agreement or arbitration, if he will so settle. If such separate contractor sues the City on account of any damage alleged to have been so sustained, the City shall notify the Contractor, who shall defend such proceedings and, if any judgment against the City arises therefrom, the Contractor shall pay or otherwise satisfy it.

Should separate contractors on the Work cause any damage, cost or loss to the Contractor, the City shall not be held responsible or liable therefore in any way other than extensions of completion time in accordance with Section 901.10 of these General Provisions.

9.3 Progress and Completion: The Contractor shall begin work within ten (10) working days after receiving "Notice to Proceed," (Section Fifteen, Subparagraph 1502.1.1) and shall diligently prosecute the same to completion before the expiration of the number of working days indicated in the Special Provisions, beginning on the date that work begins or beginning on the ninetieth calendar day after approval of the contract, whichever occurs first. The date shall not be postponed on account of the Contractor's failure to take any action required to commence the Work.

The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the agreed upon time frame. If the Contractor is delayed on any portion of the Work for any reason whatsoever, it shall expeditiously proceed on other portions of the Work which are not affected by such delay.

By execution of the Contract documents, the Contractor acknowledges that the time is of the essence and the time described and allotted for in the contract documents for the Work to occur is a reasonable period for a competent Contractor to complete the Work.

The City of Tulare reserves the right to extend the time of completion beyond the designated completion date.

9.4 Character of Workmen: If any subcontractor or person employed by the Contractor shall fail or refuse to carry out the directions of the City Contract Representative or shall appear to the City Contract Representative to be incompetent or to act in a disorderly or improper manner, said person shall be discharged immediately on the requisition of the City Contract Representative, and such person shall not again be employed on the Work.

9.5 Partial Utilization: The City may occupy or use any portion of the Work that the City and Contractor agree constitutes a separately functioning and usable part of the Work, if the City can occupy without significant interference with completion of the remainder of the Work. Such use or occupancy may commence whether or not the portion is substantially complete, provided that the City and Contractor have accepted, in writing, their mutual responsibilities regarding the occupied/used portion, including but not limited to insurance coverage, maintenance, and utilities

Partial use or occupancy of the Work by the City shall not constitute acceptance of any work not in compliance with the Contract requirements and standards.

9.6 Substantial Completion: When the Contractor determines that the Work, or any portion thereof that the City has agreed to accept separately, is ready for its intended use, it shall notify the City Contract Representative in writing of substantial completion and request an inspection to certify the same. Within a reasonable time thereafter, the City Contract Representative will inspect the Work, or the designated portion thereof, in the presence of the Contractor or Contractor's designee. If the inspection discloses any item not in compliance with the Contract, the City Contract Representative shall notate the deficiency in writing. Following correction of any deficiencies noted, the Contractor shall submit a request for re-inspection by the City Contract Representative, to be conducted in the presence of the Contractor or Contractor's designee. The Contractor may be responsible for additional re-inspection costs, should re-inspections become excessive. When the Work or designated portion thereof is determined to be substantially complete by the City Contract Representative, the same shall prepare a Certificate of Substantial Completion. Said Certificate shall be signed by both parties and state the date of Substantial Completion and the date of inspection or re-inspection. The Certificate shall list the remaining obligations of the City and the Contractor relating to security, maintenance, utilities, damage to the Work, and insurance, as well as the date upon which said obligations shall be met.

Once Substantial Completion is certified, the Contractor shall achieve final completion within thirty (30) calendar days, unless otherwise agreed upon in writing.

9.7 Final Completion: Upon receipt of notice from the Contractor that the Work is ready for final inspection and upon receipt of a request for final payment, the City Contract Representative will inspect the Work, or the designated portion that the City agreed to accept separately, in the presence of the Contractor or Contractor's designee. The Contractor may be responsible for additional re-inspection costs, should re-inspections become excessive. Upon confirmation that all items noted as outstanding in the Certificate of Substantial Completion have been completed or corrected, the City Contract Representative shall issue Certificate of Final Completion and certify the request for final payment, including identification of any adjustments or amounts to be retained.

9.8 Time of Completion and Liquidated Damages: It is agreed by the parties of the contract that in case all the work called for under the contract is not completed before or upon the expiration of the time limit as set forth in these specifications, damage will be sustained by the City of Tulare, and that it is and will be impracticable to determine the actual damage which the City will sustain in the event of and by reason of such delay. Therefore, by execution of the contract, the Contractor agrees the amount of liquidated damages specified in the Special Provisions represents a fair and equitable approximation of the City's damages, and the Contractor will pay the City of Tulare the specified amount for each and every day's delay beyond the time prescribed to complete the work; and the Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that the City of Tulare may deduct the amount thereof from any money due or that may become due the Contractor under the contract; not as penalty, but as liquidated damages.

It is further agreed that in case the work called for under the contract is not finished and completed in all parts and the requirements within the time specified, the City of Tulare shall have the right to extend the time for completion or not, as may seem best to serve the interest of the City; and if it is decided to extend the time limit for the completion of the contract, the City of Tulare shall further have the right to charge to the Contractor, Contractor's heirs, or assignor's sureties, and to deduct from the final payment for the work, all or part as it may deem proper, of the actual cost of engineering, inspection, superintendence and other overhead expenses which are directly chargeable to the

contract, which accrue during the period of such extension except that the cost of final surveys and preparation of final estimate shall not be included in such charges.

Permission allowing the Contractor to continue and finish any part of the Work after the time fixed for its completion or after the date to which the time for completion may have been extended, shall in no way operate as a waiver on the part of the City of any of its rights under the Contract.

The Contractor shall not be assessed with liquidated damages nor the cost of engineering and inspection during any delay in the completion of the work caused by acts of God or of the public enemy, acts of the City, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, or delays of subcontractors due to such causes, provided that the Contractor shall within ten (10) days from the beginning of any such delay notify the City Contract Representative in writing of the causes of delay. The City Contract Representative shall ascertain the facts and the extent of delay and his findings of the facts thereon shall be final and conclusive.

Once Substantial Completion is certified, the Contractor shall achieve final completion within thirty (30) calendar days, unless otherwise agreed upon in writing. If final completion does not occur within the agreed upon number of days, liquidated damages will commence on the first calendar day following the agreed upon deadline, until final completion occurs.

9.9 Force Majeure: Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means a major occurrence that is beyond the control of the parties affected and occurs without their fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall immediately notify the other party in writing of such delay of the commencement thereof, and shall specify the causes of such delay. Notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this section. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that the delayed party was prevented from performing in accordance with the Contract.

The completion time shall be extended when delay in completion of the Work by either the Contractor or the subcontractors is due to any preference, priority, or allocation order issued by the Federal Government.

Should a dispute arise between the Contractor and the City regarding a delay or time extension, the Contractor shall continue progress on the Work until the dispute is resolved.

9.10 Right-Of-Way: the City will provide the right-of-way for the work to be constructed. The Contractor shall make Contractor's own arrangements, and pay all expenses for additional area required by Contractor outside the limits of right-of-way unless otherwise provided in the Special Provisions.

SECTION 10: MEASUREMENT AND PAYMENT

10.1 Measurement: Payment for work done under this contract shall be made on the basis of the sums as calculated from the finally measured quantities of work done and the agreed unit and lump sum prices as set forth on the Bidder's Sheet of the Proposal. Payments shall include full compensation for furnishing all labor, materials, tools, and equipment and doing all work necessary to construct the item for which payment is being made, complete in place as shown on the plans, drawings and as described in the Technical Specifications and Special Provisions.

Whenever work called for and described in the Contract Documents is not specifically covered in the bid items, payment for such work shall be considered as being included in the contract price. No additional payment will be made for any work shown or described in the plans, drawings, Technical Specifications and Special Provisions but not covered under bid items.

10.2 Progress Payments: During the course of construction, the Contractor shall request payment for work actually performed during the preceding thirty (30) day time period or some other time period as mutually agreed to time period. Invoices or Requests for Payment shall be submitted to the City Contract Representative. A schedule of values and an updated project schedule shall accompany the request for payment.

Contractor shall pay to the Contractor's subcontractors or material suppliers and each subcontractor shall pay to the subcontractor's subcontractor or material supplier, within ten (10) days of receipt of each progress payment, unless otherwise agreed between the parties, in writing.

If any periodic or final payment to a subcontractor is delayed by more than ten (10) days after receipt of the periodic or final payment by the Contractor or subcontractor, the Contractor or subcontractor shall pay the subcontractor or material supplier interest, beginning on the eleventh day, at the rate of one percent (1%) per month or fraction of a month on the unpaid balance.

The City may make progress payments on Contracts of less than ninety (90) days and shall make monthly progress payments on all other Contracts as provided for in this paragraph. Payment to the Contractor on the basis of a duly certified and approved invoice or request for payment for work performed during the preceding thirty (30) days may include payment for material and equipment, but to ensure the proper performance of the Contract, the City shall retain five percent (5%) of such estimated value of the work done and fifty percent (50%) of the value of the materials so estimated to have been furnished and delivered and unused, until final completion and acceptance of all material, equipment, and work covered by the Contract. The City may withhold an amount from any progress payment sufficient to pay expenses the City reasonably anticipates it will incur relating to necessary corrections of deficiencies. Withholding of the anticipated costs may only occur if the City provides written notice of the deficiency to the Contractor. The progress payments shall be paid within thirty (30) days following receipt by the City Contract Representative.

No such estimate or payment shall be made, when, in the judgment of the City Contract Representative, the work is not proceeding in accordance with the provisions of the contract.

Nothing in this Section prevents the Contractor or subcontractor from withholding application and certification for payment to the subcontractor or material supplier for

unsatisfactory job progress, defective construction work or materials not remedied, disputed work or materials, third party claims filed, reasonable evidence that claims will soon be filed, failure of a subcontractor to make timely payments for labor, equipment and materials, damage to the Contractor or another subcontractor, reasonable evidence that the subcontract cannot be completed for the unpaid balance of the subcontract sum, or a reasonable amount for retention that does not exceed the actual percentage retained by the City.

When the Contract is fifty percent (50%) complete, one- half of the amount retained, including any substituted securities, shall be paid to the Contractor on the Contractor's request, provided the Contractor is making satisfactory progress on the Contract and there is no specific cause or claim requiring a greater amount to be retained.

On completion and acceptance of each separate building, public work, or other division of the Contract on which the price is stated separately in the Contract, payment may be made in full, including retained percentages, less authorized deductions.

The City Contract Representative shall review the contents of any invoice or Request for Payment submitted by the Contractor, satisfy himself that the City has received full value, certify the estimate and submit it through normal channels for payment.

Neither the certification for payment, nor payment made to the Contractor, nor partial or entire use of the Work by the City shall constitute an acceptance of any portion of the Work.

10.3 Payment Withheld: If the City Contract Representative is unable to certify a request for payment in whole or in part because, after observing the Work and the data comprising the Invoice or Request for Payment, the City Contract Representative determines that the Work has not progressed or the quality of the Work is not in accordance with the Contract, the City Contract Representative shall promptly notify the Contractor. If the City Contract Representative and the Contractor cannot agree on a revised amount, the City Contract Representative will promptly issue a certificate for payment in an amount he/she determines is justified, given all circumstances.

The City Contract Representative, as a result of subsequently discovered evidence, may withhold or nullify, in whole or in part, any certification of invoices or Requests for Payment to the extent necessary for protection of the City from loss on account of:

- a) Defective work, not remedied; or
- b) Third-party claims filed or reasonable evidence indicating probable filing of such claims; or
- c) Contractor's failure to make payments to subcontractors or other third parties for labor, materials, or equipment; or
- d) Reasonable doubt the Work can be completed for the remaining unpaid contract balance; or
- e) Reasonable evidence the Work will not be completed within contract completion time and the remaining unpaid contract balance will be insufficient to pay for actual or liquidated damages resulting from the anticipated delay; or
- f) Damage to another contractor or to the City by the Contractor; or

- g) Damage to the real or personal property of another and failure to repair or replace the same; or
- h) Persistent failure to carry out the Work in accordance with the Contract.

When the grounds for withholding payment have been corrected to the satisfaction of the City Contract Representative, the City shall immediately proceed to process any amounts due to the Contractor.

10.4 Final Payment: The City Contract Representative shall, after the completion of the contract make a final estimate of the amount of work done hereunder, and the value of such work, and the City of Tulare shall pay the entire sum so found to be due after deducting therefrom all previous payments and all amounts to be kept and all amounts to be retained under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. The final payment shall not be due and payable until the expiration of thirty-five days (35) from the date of acceptance of the work by the City of Tulare.

Retention of payments by the City longer than sixty (60) days after final completion and acceptance requires a specific written finding by the City of the reasons justifying the delay in payment. The City may not retain any monies after sixty (60) days that are in excess of the amount reasonably anticipated to be necessary for payment of remaining costs or miscellaneous expenses. In lieu of payment retention, as provide for in this section, and at the option of the Contractor, the City shall accept an assignment of Certificates of Deposit with banks licensed by the State of California, securities of or guaranteed by the United States of America, securities of this state, securities of counties, municipalities, and school districts within this state, or shares of savings and loan institutions authorized to transact business in this state. Any such substitute security shall be in an amount equal to five percent (5%) of all invoices submitted to the City and retained as a guarantee for complete performance of the Contract. Contractor is entitled to receive all interest or income earned by this security as it accrues and all such security in lieu of retention shall be returned to the Contractor by the City within sixty (60) days after final completion and acceptance of the Work by the City, if the Contractor has furnished the City satisfactory receipts for all labor and material billed and waivers of liens from any and all persons holding claims against the Work. In no event shall the City accept substitute securities unless they are accompanied by a signed waiver from the bank, savings and loan association, or any other interested party, of any right to set off against either the City or the Contractor in relationship to the securities.

In any instance where the City has accepted substitute security, any subcontractor undertaking to perform any part of this public work is entitled to provide substitute security to the Contractor on terms of this agreement.

It is mutually agreed between the parties to the contract that no certificate given or payments made under the contract, except the final certificate or final payment, shall be conclusive evidence of the performance of the contract, either wholly or in part, against any claim of the party of the first part, and no payment shall be construed to be an acceptance of any defective work or improper materials.

Neither the final payment, nor any part of the retained percentage, shall become due and payable until the Contractor provides to the City a Consent of Surety Certificate from the bonding company, any necessary lien waivers, and any as-built drawings requested by the City.

The Contractor further agrees that the payment of the final amount due under the contract, and the adjustment and payment for any work due in accordance with any alterations of the same, shall release the City of Tulare from any and all claims, or liability on account of work performed under the contract or any alteration thereof.

- 10.5 Extra and Force Account Work:** Extra work as hereinbefore defined, when ordered and accepted, shall be paid for under a written work order in accordance with the terms therein provided. Payment for extra work will be made at the unit price or lump sum previously agreed upon by the Contractor and the City Contract Representative, or by force account.

SECTION 11: WORKER'S COMPENSATION INSURANCE

- 11.1** In accordance with the provisions of Section 3700 of the Labor Code, every Contractor will be required to secure the payment of worker's compensation to its employees (Labor Code Section 1860).

- 11.2** In accordance with the provisions of Section 3700 of the Labor Code, every Contractor will be required to secure the payment of worker's compensation to its employees (Labor Code Section 1860).

- 11.3** Prior to the start of work, the Contractor shall provide the City of Tulare with a certificate reading as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract." (Labor Code Section 1861).

- 11.4** Prior to the start of work the Contractor shall provide the City of Tulare with a valid Worker's Compensation Insurance Certificate.

SECTION 12: SUSPENSION OR TERMINATION OF THE WORK

- 12.1 Suspension of the Work for Cause; City's Right to Perform the Work:** The City Contract Representative shall have authority to suspend the work wholly or in part for such period as the Contractor may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the prosecution of the work, or for such time as the City Contract Representative may deem necessary, due to the failure on the part of the Contractor to carry out orders given, or to perform any provisions of the work. The Contractor shall immediately obey such order of the City Contract Representative.

If the performance of all or any portion of the work is suspended or delayed by the City Contract Representative in writing for an unreasonable period of time, greater than ten (10) working days, (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation or contract time is due as a result of such suspension or delay, the Contractor shall submit to the City Contract Representative in writing a request for adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

Upon receipt, the City Contract Representative will evaluate the Contractor's request. If the City Contract Representative agrees that the cost, or time, or cost and time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of, and not the fault of, the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the City Contract Representative will make an adjustment (excluding profit) and modify the contract in writing accordingly. The City Contract Representative will notify the Contractor of the determination whether or not an adjustment of the contract is warranted.

No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.

No contract adjustment will be allowed under the provisions specified in this section to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any term or condition of this contract.

If at any time in the opinion of the City of Tulare, the Contractor has failed to supply an adequate working force, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the contract, notice thereof in writing will be served upon the Contractor and should the Contractor neglect or refuse to provide means for a satisfactory compliance with the contract, as directed by the City Contract Representative, within the time specified in such notice, the City of Tulare in any such case shall have the power to suspend the operation of the contract. Upon receiving notice of such suspension, the Contractor shall discontinue said work under the Contract, or such parts of it as the City of Tulare may designate, until the cause for the stop work order has been remediated or eliminated. The Contractor shall not resume the work until ordered in writing by the City Contract Representative.

If the Contractor fails to properly perform services or fails to perform under any provision of this Contract, the City may, seven (7) calendar days following written notice to the Contractor, and without prejudice to any other remedy the City may have, remediate any deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If payments then or thereafter due the Contractor are not sufficient to cover the cost, the Contractor and/or its surety shall be liable to the City for the difference.

In the determination of the question whether there has been any such non-compliance with the contract as to warrant the suspension, the decision of the City of Tulare shall be binding on all parties to the contract.

12.2 Termination by the City for Cause: Upon certification by the City Contract Representative, without prejudice to any other right or remedy of the City, and after giving the Contractor written notice of no less than seven (7) calendar days, the City may terminate the Contract as to all or any part of the Work for any of the following reasons:

- a) If the Contractor abandons or unnecessarily delays the Work; or.
- b) If the Contractor persistently or repeatedly refuses or fails to supply sufficient quantity of laborers, sufficiently skilled laborers, proper materials, proper equipment, or competent subcontractor(s); or
- c) If the Contractor fails to make payment to subcontractor(s) for materials or labor, in accordance with the Contract or the respective agreements between the Contractor and subcontractor; or

- d) If the Contractor persistently disregards laws, ordinances, rules, regulations, or orders of the City or any other public authority having jurisdiction, or persistently violates the conditions or covenants of this Contract; or
- e) If the Contractor is adjudged bankrupt by a court of law; or
- f) If the Contractor makes a general assignment for the benefit of its creditors or if a receiver is appointed as a result of being insolvent; or
- g) If the Contractor is otherwise in substantial breach of the Contract, as determined by the City.

Upon termination of the Contract for any of the above reasons and subject to any priority rights of the Surety, the City may:

- a) Take possession of the Work and any of the Contractor's materials, tools, construction equipment, and/or machinery located at the work site or adjacent thereto; or
- b) Accept assignment of subcontracts pursuant to Section 9: Prosecution and Progress 9 of these General Provisions; or
- c) Finish the Work by whatever reasonable method the City may deem most expedient. In completing the Work itself or through an alternate contractor, the City may use any equipment, materials, supplies, machinery, and tools of the Contractor that are in the City's possession.

If the City terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive any further payment.

The cost of fully completing the Work provided for under any new contract shall include the sum or sums of money to be paid by the City to other Contractors, all costs of repairs and replacements of machinery, implements, tools and plant of the Contractor hereunder, and also all sums of money paid for additional management and administrative services, including but not limited to the cost of the City Contract Representative's additional services and added expenses made necessary by the termination of the Contract.

If the unpaid balance of the Contract price exceeds costs of finishing the Work, such excess may, at the City's discretion, be paid to the Contractor. If such costs exceed the unpaid balance, the City may sell all materials, supplies, machinery, implements, tools and plant of the Contractor's then on hand, at public sale, on giving the Contractor twenty (20) day notice of the time and place of such sale, and the net proceeds derived from the sale of said property shall be applied against such costs. Should the amount received from the sale be insufficient to pay the deficiency, the Contractor and its surety shall be liable to pay the amount of the deficiency.

12.3 Termination by the City for Convenience: The performance of the Work under this Contract may be terminated by the City, in whole or in part, in accordance with this clause whenever the City reasonably determines that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Contractor of a written Notice of Termination specifying the extent to which performance of the Work is terminated, and the date upon which such termination becomes effective.

If the Contract is terminated by the City as provided herein, the Contractor shall receive compensation for any Work performed and accepted, together with profit in proportion to the Work performed and accepted, to the extent proven through reasonable evidence provided by the Contractor. The compensation shall include payment for contractual obligations reasonably incurred prior to termination. No amount shall be allowed for anticipated or speculative profit on unperformed Work.

In the event the City terminates the Work, in whole or in part, for cause pursuant to Section 12.2 and the termination is later deemed to be unjustified, then such termination shall be automatically deemed a termination for convenience and the provisions of this Section 12.3 shall apply.

Termination of the Contract, or any portion thereof, by the City for convenience shall not relieve the Contractor of their contractual responsibilities for the Work completed, nor shall it relieve the surety of its obligation for and concerning any just claim arising out of the Work completed.

12.4 Contractor's Right to Terminate Contract: The Contractor may terminate the Contract for any of the following reasons:

- a) If the Work should be stopped under an order of any court of competent jurisdiction or other public authority for a period in excess of one (1) month, through no act or fault of the Contractor or of anyone directly or indirectly employed by him; or
- b) If the City has failed to pay the Contractor within sixty (60) days after the date when any sum is certified for payment by the City Contract Representative; or
- c) If repeated suspensions or interruptions ordered by the City pursuant to Section Twelve, Paragraph 1203 total (in aggregate) more than one hundred percent (100%) of the total number of days scheduled for completion or more than one hundred twenty (120) work days during any three hundred sixty-five (365) day period.

If one of the above reasons exists, the Contractor may, upon seven (7) day written notice to the City Contract Representative, stop Work, terminate the Contract, and recover payment from the City for all Work executed and accepted by the City and any loss sustained upon any plant or materials, including provable reasonable profit and damages.

SECTION 13: CLAIMS AND DISPUTES

13.1 City Contract Representative's Resolution of Claims and Disputes; Review by City Manager: This Section relates to claims for additional compensation and any other differences or disputes between the parties arising under, and by virtue of, the Contract. Any such claims are to be resolved at the earliest possible time and at the first responsible level so as to increase the possibility that such matters will be resolved without the vexation of an administrative hearing process, arbitration, or litigation.

All claims, including but not limited to, claims relating to adjustments or interpretations of the Contract, payments of money, or other relief with respect to the terms of the Contract, shall be referred initially in writing to the City Contract Representative for action. The responsibility/legal burden to substantiate claims shall rest with the party making the claim.

Claims by the Contractor must be made within twenty-one (21) calendar days after the event giving rise to the claim or within twenty-one (21) calendar days after the claimant first becomes aware or should have become aware of the condition giving rise to the claim, whichever is later.

Pending final resolution of a claim, the Contractor shall proceed diligently with performance of the Contract and the City shall continue to make payments in accordance with the Contract.

The City Contract Representative shall, within twenty-one (21) calendar days following receipt of a written claim, issue one of the following in writing:

- a) A decision either rejecting or approving the claim.
- b) A suggestion as to an equitable compromise of the claim.
- c) A schedule to the Contractor indicating when the City expects to be able to take action on the claim, which shall be within a reasonable time.

The City Contract Representative may require the submission of additional documentation from the Contractor to facilitate a decision.

The Contractor shall have ten (10) working days from the date of the City Contract Representative's final decision rejecting or approving a claim, or suggesting a compromise, within which to accept or object to the decision. Failure of the Contractor to accept or object to the decision in writing within such ten (10) working day period shall be deemed an acceptance of the decision. If the Contractor rejects the decision of the City Contract Representative in writing within such ten (10) working day period, the matter shall be referred to the City Manager for a new review.

The City Manager, or designated hearing officer, shall have sixty (60) days from receipt of a written objection by the Contractor to the City Contract Representative's final decision, or such longer period as the parties may stipulate in writing, to review the matter and issue a written response. During such period, the City Manager, or designated hearing officer, may require such additional documentation or testimony as deemed necessary to support his/her response.

SECTION 14: MISCELLANEOUS PROVISIONS

14.1 Governing Law: The Contract shall be governed and construed according to the laws of the Tulare City Charter, Tulare City Code of Municipal Ordinances, and the State of California.

14.2 Written Notice: Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last known business address known to the party giving notice. Date of service shall be the date of receipt. If no certification from the delivering party proving date of receipt is available, then date of service shall be five (5) calendar days following the date of mailing.

SECTION 15: CONSTRUCTION SERVICES CONTRACT

This Construction Services Contract is entered into by the City of Tulare (Owner) and _____ (Contractor), with its principal place of business located at _____. This Contract is subject to all terms and conditions in the Contract Documents and is for the performance of services as generally described hereinafter as "The Work" and as more specifically described or defined in the Contract Documents.

Contract Name: 2018 Annual Street Striping Project
Contract Number: RFB 18-660
Contract Price not to exceed:

15.1 The Parties:

Unless otherwise designated in writing herein or hereafter, the parties to the Contract have designated the parties below as their respective representatives under the Contract. The City Engineer shall serve as the City Contract Representative, unless otherwise specified below. The parties' representatives are vested with authority to conduct all necessary activities to ensure proper and efficient performance of the Work under the Contract, as more specifically described in Sections 1-14, above.

For the City: _____

For the Contractor: _____

15.2 The Work and The Project:

The Work for which the Contractor is retained under this Contract, is generally described as:

The work to be done consists of the striping of existing traffic strips and installation of new traffic striping as required and other pavement marking details that are required by the Standard Specifications, or Special Provisions which shall be performed, placed, constructed, or installed within the limits of the public streets.

The Project, of which the Work is a part, is known and described as:
2018 Annual Street Striping Project

15.3 Contract Time:

- A) **Notice to Proceed:** It is agreed that the City Contract Representative will issue the Notice to Proceed with the Work to be performed under this Contract within fifteen (15) calendar days after complete execution of this Contract, except in job order contracts where a separate Notice to Proceed will be issued for each individual job order.
- B) **Completion Time:** It is agreed that the Work shall be substantially completed not later than **90 Working Days (WD)** after the project starting day. The Contractor agrees that the Work shall be performed promptly, regularly, diligently and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly agreed that the time for completion is a reasonable time, considering average climatic conditions and usual industrial conditions

prevailing in the Central Valley of California. See also Section 9, Subparagraph 9.8 - "Time of Completion and Liquidated Damages."

- C) **Liquidated Damages:** A Completion times (Time) will be specified in the Notice to Proceed. Applicable Liquidated Damages may be assessed for each CALENDAR day the Work remains incomplete after the scheduled completion date. This amount is agreed upon because of the impracticability and extreme difficulty of ascertaining the actual damages the City will sustain on account of late completion. If substantial completion does not occur within the agreed upon number of days, Liquidated Damages in the amount of **\$750.00/day** will commence on the first day after the agreed days, until substantial completion is certified. See also Section 9, Subparagraph 9.8 - "Time of Completion and Liquidated Damages" and as further identified in the Special Provisions.

15.4 Miscellaneous:

- A) **Guarantee:** The Contractor shall guarantee all Work under this Contract against defects of material and Workmanship for a minimum of one year (12 calendar months) from the date of Certificate of Final.
- B) **Assignment:** Neither party to this Contract shall assign the Contract without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the City.
- C) **Contract Documents:** The following listed documents constitute the Contract Documents and they are all as fully a part of this Contract as if repeated herein:
1. 2014 California Manual on Uniform Traffic Control Devices
 2. State General Prevailing Wage Rates

15.5 IN WITNESS THEREOF, the parties hereto have executed three (3) identical counterpart copies of this Contract on the date and year first written below, each of which copies shall for all purposes be deemed an original hereof.

City of Tulare, A Municipal Corporation and Charter City

By: _____
Mr. Willard Epps, Interim City Manager, City of Tulare

ATTEST:

By: _____
City Clerk

Contractor,

By: _____

APPROVED AS TO FORM this _____ day of _____, 201__

By: _____
City Attorney, City of Tulare

SPECIAL PROVISIONS

SECTION 1000 Drawings and Standards

1000 DESCRIPTION OF WORK: The work to be done consists of furnishing all materials, equipment, tools labor, and incidentals as required by the plans, specifications, and contract documents. The general items of work include painting and repainting of traffic striping and pavement markings, replacement of missing markers, the installation of new reflective pavement markers/markers, and the removal of obsolete and/or unnecessary striping and pavement markings. Work shall include the cleaning of soil and debris from areas to be striped prior to actual striping.

1001 The work embraced herein shall be done in accordance with the Construction Documents, Bid/Contract Document, City Standards Plans and Technical Specifications, 2014 California Manual on Uniform Traffic Control Devices, and the 2015 Standard Specifications and the 2015 Standard Plans of the State of California, California State Transportation Agency, Department of Transportation insofar as the same may apply and in accordance with the following special provisions.

In case of conflict between the Standard Specifications and these Special Provisions, the Special Provisions shall take precedence over and be used in lieu of such conflicting provisions. In the case of a conflict between the Standard Plans and Project Plans, the Project Plans shall take precedence over and be used in lieu of such conflicting provisions.

For the purpose of this contract, the following interpretations shall be used in place of the terms or pronouns used throughout the Standard Specifications and defined in Section 1, "Definition of Terms," of the Standard Specifications, as follows:

TERM	INTERPRETATION
State/Owner	City of Tulare
Department	The City Council of the City of Tulare
Director	City of Tulare City Manager
Engineer	The City Engineer of the City of Tulare, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.
Department of Transportation	The City of Tulare, Department of Public Works
Contractors	The person or persons, co-partnerships or corporation, private or municipal, who have entered into a contract with the City of Tulare as party or parties of the second part, or his or her legal representatives.

All work shall comply with and conform to the Contract Documents and with the Plans for: 2018 Annual Street Striping Project, incorporated herein by reference.

1002 Amendments to the Standard Specifications set forth in these Special Provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.02, "**Contract Components**," of the Standard Specifications. Whenever either the term "Standard Specifications is amended" or the term "Standard Specifications are amended" is used in the Special Provisions, the indexed text or table following the term shall be considered an amendment to the Standard Specifications. In case of conflict between such amendments and the Standard

Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

- 1003 When reference is made to City Standard Specifications, it refers to the City Technical Specifications and the City of Tulare Design Guidelines and Public Improvement Standards.
- 1004 When reference is made to Standard Specifications and Standard Plans, it refers to the State of California, California State Transportation Agency, Department of Transportation (Caltrans) Standard Specifications and Standard Plans, 2015 edition unless otherwise noted.
- 1005 All construction practices shall meet OSHA (and CA OSHA) safety requirements.
- 1006 The Streets Manager will mark the exact locations of construction in the field with stakes as necessary. The Contractor shall not commence any construction without such stakes in place.
- 1007 Plans: The locations of the work are in various locations throughout the city as indicated by the Streets Manager
- 1008 The Contractor shall field verify the information shown on the Plans prior to construction and immediately notify the Streets Manager of any discrepancies.

SECTION 1100 General Contract Provisions

- 1100 In accordance with the provisions of Division 3, Chapter 9 of the Business and Professions Code, the Contractor shall possess a ***Class "A," General Engineering Contractor," License***.

SECTION 1200 Subcontracting

- 1200 No subcontract releases the Contractor from the contract or relieves the Contractor of Contractor's responsibility for a subcontractor's work.
- 1201 If Contractor violates Public Contract Code §4100 et. seq., the City may exercise the remedies provided under Public Contract Code §4110. The City may refer the violation to the Contractors State License Board as provided under Public Contract Code §4111.
- 1202 Contractor shall perform work equaling at least ***thirty (30%) percent*** of the value of the original total bid with Contractor's employees and with equipment owned or rented by Contractor with or without operators.
- 1203 Each subcontract must comply with the contract.
- 1204 City encourages Contractor to include a dispute resolution process in each subcontract.
- 1205 Each subcontractor must have an active and valid State Contractor's license with a classification appropriate for the work to be performed (Business and Professions Code, §7000 et. Seq.).
- 1206 The Contractor shall provide each subcontractor's state contractor's license on the Bidder's List of Subcontractors contained within the Bid Proposal.
- 1207 Contractor shall submit copies of subcontracts to Engineer upon request.
- 1208 Contractor shall not use a debarred Contractor a current list of debarred Contractors is available at the State of California Department of Industrial Relations' Web site.

- 1209 As directed by the Engineer, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.
- 1210 All subcontractors working under this contract shall obtain a City of Tulare Business License per Section 2600 of these Special Provisions said form is contained in these Specifications.
- 1211 Required Provisions Deemed Inserted:

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provisions is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion of correction.

SECTION 1300 Contract Bonds

- 1300 The Contractor shall provide the City a Maintenance Bond to be in effect for a period of one year after the date of the final acceptance to cover guaranty of the work performed. The Maintenance Bond shall be in an amount equal to ten percent (10%) of the final contract amount and shall be delivered to the City Engineer prior to the City acting on the project Final Acceptance and recording a Notice of Completion.

SECTION 1400 Progress of Work

- 1400 The Contractor shall begin work within ten (10) working days after receiving "Notice to Proceed," and shall diligently prosecute the same to completion before the expiration of **ninety (90) Working Days** beginning on the date that work begins or beginning on the thirtieth (30th) calendar day after approval of the contract, whichever occurs first:
- 1401 Refer to Section 15.3 (c) of the General Provisions and Section 3100 of the Special Provisions for "Liquidated Damages" when work is not completed in the time stipulated in the Contract.

SECTION 1500 Work Schedule

- 1500 Prior to the start of construction, a "Pre-Construction Meeting" will be called by the City Contract Representative with the Contractor, his subcontractors, and all concerned, which may include utility company representatives, materials testing laboratory representatives, construction surveyor, inspector, and construction manager to coordinate and schedule the proposed work.
- 1501 Contractor shall schedule work to minimize delays to residence living within the limits of Work.
- 1502 The Contractor shall provide the City Contract Representative with a work schedule indicating the order of work for each phase, and the dates when work is to proceed and substantial completion is anticipated. No work shall commence until the City Contract Representative has approved this schedule. This schedule shall be adhered to and the Contractor shall notify the City Contract representative when deviations may occur. The City Contract Representative shall approve any changes to the schedule.

- 1503 For projects with a time of completion greater than forty (40) working days, the Contractor shall submit a monthly updated schedule that includes the status of work completed to date, the work yet to be performed as planned, and any actions required to position project in line with the approved schedule.
- 1504 Contractor shall include changes to updated schedules that do not alter a critical path or extend the scheduled completion date compared to the current schedule. Changes may include:
- 1504.1 Adding or deleting activities
 - 1504.2 Changing activity constraints
 - 1504.3 Changing durations
 - 1504.4 Changing logic
 - 1504.5 Corrective actions necessary to adhere to approved schedule
- If any proposed change in planned work would alter the critical path or extend the scheduled completion date, submit a revised schedule within fifteen (15) working days of the proposed change.
- 1505 Contractor will submit a weekly Short Interval Schedule (SIS) to be used throughout the duration of Work. The SIS shall include all current activities and projected activities for the succeeding two (2) weeks. The SIS shall include actual start/finish dates for the preceding one (1) week. The SIS shall be submitted to the City Contract Representative prior to the weekly construction meeting. The Contractor shall participate in short interval scheduling coordination during the weekly construction meetings.

SECTION 1600 Wages and Payment

- 1600 Labor Nondiscrimination. Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

PAYMENT OF PREVAILING WAGES IS REQUIRED UNDER THIS CONTRACT
NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM
(Gov. Code, Section 12990)

- 1601 Attention is directed to Section 7-1.02K (2), "**Wages**" of the Standard Specifications. The Contractor must pay the higher of either the State General Prevailing Wage rates or Federal minimum wage rates.

- 1602 The general prevailing wage rates determined by the Director of Industrial Relations, for the county in which the work is to be done, are available at the City of Tulare. These wage rates are not included in the Proposal and Contract for the project. Changes, if any, to the general prevailing wage rates will be available at the City of Tulare and available from the California Department of Industrial Relations' Internet web site at:

<http://www.dir.ca.gov>

- 1603 Certified payrolls shall be submitted with each progress payment request, for the period covered by the progress payment. In addition, a fringe benefit statement is required with the first progress payment request and at any time changes occur in the fringe benefits.

- 1604 Copies of fringe benefit statements and certified payrolls without the employees' names, addresses, and social security numbers will be forwarded by the City to interested parties upon written request.
- 1605 Contractor and all subcontractors shall maintain their certified and/or nonperformance payrolls on a weekly basis and shall submit said payrolls weekly, both electronically and in hard copy form, to the location specified by the labor Compliance Program Representative at the job start meeting.
- 1606 Attention is directed to the provisions in Section 5-1.13, "**Subcontracting**," and Section 2, "**Bidding**," and Section 3, "**Contract Award and Execution**" of the Standard Specifications and these Special Provisions.
- 1607 Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at:

http://www.dir.ca.gov/dir/Labor_law/DLSE/Debar.html

- 1608 Attention is directed to the provisions in Sections 10262 and 10262.5 of the "**Public Contract Code**" and Section 7108.5 of the "**Business and Professions Code**" concerning prompt payment to subcontractors.
- 1609 The Contractor shall return all moneys withheld in retention from the subcontractor within 30 days after receiving payment for work satisfactorily completed, even if the other contract work is not completed and has not been accepted in conformance with Section 9-1.17, "**Payment after Contract Acceptance**" of the Standard Specifications. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or noncompliance by a subcontractor.
- 1610 Attention is directed to Section 9 - "**Payment**," of the Standard Specifications, and Section 10 the General Provisions.
- 1611 The City of Tulare will enforce prompt payment in accordance with Section 10262 of the Public Contract Code of the State of California as follows:
- 1611.1 A prime contractor or subcontractor shall pay to any subcontractor, not later than 10 days of receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, then the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount.
- 1611.2 Any Violation of this section shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of two (2%) percent of the amount due per month for every month that payment is not made. In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to their attorney's fees and costs.
- 1611.3 The sections authorized under this section shall be separate from, and in addition to, all other remedies either civil, administrative, or criminal.

1611.4 This section applies to all private works of improvement and to all public works of improvement, except where Section 10262 of the Public Contract Code applies.

1612 At the mandatory pre-construction conferences held for all projects using State or Federal funding, the City of Tulare will discuss the subcontracting requirements. The City will also discuss requirements related to labor compliance and equal employment opportunity, and advise the contractor of the deadlines for submitting payrolls and other required documents. The City will advise the contractor of the contractual and administrative deductions that will be applied for noncompliance, and will provide any necessary state-furnished forms and posters.

SECTION 1700 Intent of Plans and Specifications

1700 The intent of the Plans and Specifications is to prescribe the details for the construction and completion of the work which the Contractor undertakes to perform in accordance with the terms of the Contract. Where the Plans or Specifications describe portions of the work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment, and incidentals, and do all the work involved in executing the Contract in a satisfactory and workmanlike manner.

SECTION 1800 Changes

1800 The City reserves the right to make such alterations, deviations, additions to or deletions from the Plans and Specifications, including the right to increase or decrease the quantity of any item or portion of the work or to delete any item or portions of the work, as may be deemed by the City Contract Representative to be necessary or advisable and to require such extra work as may be determined by the City Contract Representative to be required for the proper completion or construction of the whole work contemplated.

1801 Those changes will be set forth in a contract change order which will specify, in addition to the work to be done in connection with the change made, adjustment of contract time, if any, and the basis of compensation for that work. A contract change order will not become effective until approved in writing by the City Contract Representative.

SECTION 1900 Cooperation by Contractor

1900 The Contractor shall coordinate Contractor's work with other contractors, utility companies, and governmental forces working in the vicinity of the Work.

SECTION 2000 Traffic Control, Construction Signs, and Street Closing

2000 The Contractor shall comply with the provisions of Section 7-1.03, "**Public Convenience**," Section 7-1.04, "**Public Safety**," and Section 12, "**Temporary Traffic Control**" of the Standard Specifications and to these Special Provisions. Nothing in these Special Provisions shall be construed as relieving the Contractor from Contractor's responsibility to provide for the safety of traffic and the public during construction in accordance with the Specifications. This requirement shall be continuous (24 hours per day, 7 days per week) throughout the duration of the project.

- 2001 Illuminated traffic cones, required to be used during the hours of darkness, shall be affixed or covered with reflective cone sleeves as specified in Section 12-3, ***“Temporary Traffic Control Devices”***, of the Standard Specifications.
- 2002 If the Contractor fails to provide sufficient barricades, cones, flags, warning signs, or other traffic control devices for the work being done as required by the ***“California Manual on Uniform Traffic Control Devices” (Ca MUTCD)***, latest edition, these Special Provisions, and the Plans, the project will be shut down until said deficiencies are corrected. Prior to the placement of asphalt concrete, all cuts in the existing street surface shall be properly noticed with traffic control devices and ramped to provide a smoother transition.
- 2003 Personal vehicles of the Contractor, Contractor’s employees, or Subcontractors shall not be parked on the traveled way or shoulders, including any section of the street closed to public traffic. Said personal vehicles shall be parked off the street being worked on.
- 2004 Contractor shall notify local authorities of Contractor’s intent to begin work at least five (5) working days prior to beginning work. The Contractor shall cooperate with property owners and local authorities relative to handling traffic through the work area. Contractor shall make arrangements to keep the work area clear of parked vehicles. Contractor shall notify the following local agencies at least two (2) working days in advance of street detours.

Local Agency	Fax No.
City of Tulare Police Department:	559-686-3457
City of Tulare Fire Department:	559-685-2397
City of Tulare Transit Department:	559-685-2357
City of Tulare Public Works Department:	559-685-2378
Tulare City Elementary School District:	559-685-7287
Tulare High School District:	559-687-7317
Life Star Ambulance Service:	559-688-2714

- 2005 Whenever equipment or work vehicles are parked on the shoulder within 6 feet of a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of pavement at 25 foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of nine cones or portable delineators shall be used for the taper. A W20-1 (Road Work Ahead) or W21-5B (Right/Left Shoulder Closed Ahead) or C24 (CA) (Shoulder Work Ahead) sign, whichever is applicable, shall be mounted on a portable sign stand with flags. The sign shall be placed where designated by the Engineer. The sign shall be a minimum 48” x 48” in size.
- 2006 A minimum of one paved traffic lane (with required signing and flagging), not less than 12 feet wide, shall be open for use by public traffic in each direction of travel during work hours.
- 2007 Except as otherwise provided, the full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays, and designated legal holidays; after 3:00 p.m. on Fridays and the day preceding designated legal holidays; and when construction operations are not actively in progress. Reduced width roadway will not be permitted at night.
- 2008 Detours to other streets will not be permitted unless approved in writing by the Streets Manager. Detours shall be surfaced with temporary pavement or aggregate base as necessary for traffic. Traffic shall not drive on dirt.

- 2009 The Contractor shall provide flagmen to direct and control traffic and provide such special signs as required by the “**California Manual on Uniform Traffic Control Devices**” (Ca MUTCD), latest edition, and the “Traffic Manual”.
- 2010 Minor deviations from the requirements of this section concerning hours of work, may be permitted upon written request of the Contractor, if in the opinion of the Engineer, public traffic will be better served and the work expedited. Such deviations shall not be allowed until the Engineer has indicated his written approval.
- 2011 A traffic control system for a Lane Closure shall consist of closing traffic lanes in accordance with the details shown on the Plans, the provisions of Section 12, “Construction Area Traffic Control Devices”, of the Standard Specifications and the “California Manual on Uniform Traffic Control Devices” (MUTCD), latest edition, and these Special Provisions.
- 2012 Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas the Contractor shall close the adjacent traffic lane unless otherwise provided in the specifications:

Approach speed
of public traffic
(Posted Limit)

(Miles Per Hour)

Over 45

35 to 45

Work Areas

Within 6 feet of a traffic lane
but not on a traffic lane

Within 3 feet of a traffic lane
but not on a traffic lane

When traffic cones or delineators are used to delineate a temporary edge of traffic lane, the line of cones or delineators shall be considered to be the edge of traffic lane. However, the Contractor shall not reduce the width of an existing lane to less than 10 feet without written approval from the Engineer. The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When work is not in progress on a trench or the excavation that required a lane closure, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

- 2013 The provisions in this section will not relieve the Contractor from Contractor’s responsibility to provide such additional traffic control devices or take such additional measures as may be necessary, and as directed by the Engineer to comply with the provisions in Section 7-1.09, “Public Safety”, of the Standard Specifications.
- 2014 During the hours of darkness, as defined in Division 1, Section 280, of the “California Vehicle Code”, portable signs shall be illuminated and shall be, at the option of the Contractor, either; illuminated signs in conformance with the provisions in Section 12-3.06B, “Portable Signs”, of the Standard Specifications; or Reflexite vinyl micropism reflective sheeting signs; or 3M high intensity reflectorized sheeting on aluminum substrate signs; or Seibulite Brand Ultralite Grade Series, encapsulated lens retro reflective sheeting signs; or City approved equal.

- 2015 If any component of the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair or replace said component and restore the component to its original condition and location.
- 2016 When lane closures are made for work periods only, at the end of each work period, all components of the traffic control system shall be removed from the traveled way and shoulder.
- 2017 Construction area signs designated as stationary mounted on the Plans shall conform to the provisions in Section 12-3.11B(2), "**Stationary-Mounted Signs**," of the Standard Specifications and construction area signs designated as portable signs on the Plans shall conform to the Provisions in Sections 12-3.11B(3), "**Portable Signs**" of the Standard Specifications. Construction area signs not designated as stationary mounted nor as portable signs shall be, at the Contractor's option, either stationary mounted or portable signs conforming to the Provisions in Sections 12-3.06A and 12-3.06B of the Standard Specifications.
- 2018 Traffic control devices required by work which is classed as extra work, as provided in Section 5, Paragraph 5.4 of the General Provisions and Section 4-1.05, "**Changes and Extra Work**", of the Standard Specifications, will be paid for as part of said extra work.
- 2019 The contract price paid per lump sum for "Traffic Control" shall include full compensation for furnishing all labor, materials, (including signs), tools, equipment, and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing, and removing the components of the traffic control system including stationary mounted construction area signs as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer and no additional compensation will be allowed therefor.

SECTION 2100 Private and Public Property

- 2100 The Contractor shall protect all private and public property and shall replace in kind, repair to a condition equal to the original condition, or pay for any damage thereto.
- 2101 All existing utilities and improvements that become damaged during construction shall be completely restored to the satisfaction of the Engineer at the Contractor's sole expense.
- 2102 The Contractor shall give written notice to all property owners adjacent to and affected by the work no more than two (2) working days in advance of beginning the work, indicating the work to be performed and the approximate length of time that the property owner or tenant will be affected by Contractor's operation (see a sample "Notice to Residents" in these Specifications). "No Parking" signs that are used for the posting of no parking on the streets being worked on shall state the exact dates and times to be enforced and shall be placed on the streets no more than two (2) working days in advance of the work and removed immediately upon completion of the work. If the schedule changes, the Contractor shall notify the property owners and the Engineer and revise the "No Parking" signs to indicate the change of schedule.
- 2103 Property owners using metal trash bins, and other refuse containers, abandoned cars, trailers, basketball stands, or other obstructions that are within the work area, shall be notified in advance of the work to remove from the work area all such obstructions. If the property owners or tenants do not comply within 48 hours, the Streets Manager shall contact the respective authorities (i.e. Police Department, and/or City of Tulare Refuse Department) to authorize removal.

- 2104 Access shall be provided to all businesses and residences whenever practicable. The Contractor shall conduct operations so as to cause the least inconvenience to businesses, property owners, and vehicular and pedestrian access.
- 2105 The Contractor shall be responsible for obtaining prior approval from a property owner whose land will be used as a Contractor's storage yard or staging area in the course of completing the work. The agreement shall:
1. State the location of the property and provide name, address, and phone number of property owner.
 2. Include all items mutually agreed to between Contractor and property owner.
 3. Include a statement explicitly stating there are no other agreements other than those included therein.
 4. Be presented to Streets Manager in final executed form prior to occupation and use of land.
 5. Include all property owner's signatures or his or her attorneys-in-fact signatures and attorney-in-fact forms.
- 2106 Prior to final acceptance of the work, Contractor shall obtain a written release from property owner stating that all mutually agreed to items have been satisfactorily met. Said release shall be submitted to Streets Manager prior to final acceptance of the work.

SECTION 2200 Utilities

- 2200 It shall be the obligation of the Contractor to notify the various utility companies at least two (2) working days in advance of closing and/or working in the street in which a utility company maintains facilities.
- 2201 Utility locations can be obtained by contacting Underground Service Alert (USA).
- USA Toll Free 1-800-227-2600 or 811
- 2202 The Engineer has made a diligent attempt to show on the Plans all the pertinent intersecting utilities that may affect the work. The Contractor shall exercise extreme caution in excavating for this project and shall protect existing utilities from damage inasmuch as the exact location is unknown until exposed. The Contractor shall pothole all utilities that lines will cross or are in close proximity to prior to excavating.
- 2203 All existing utility mains and service lines shall be kept in constant service during the construction of this project. Hand excavating shall be employed where necessary to safely expose existing utilities.
- 2204 Contractor shall coordinate with underground service providers who are responsible to lower or raise utility facilities within the City right of way.
- 2205 It shall be the obligation of the Contractor to immediately notify the effected utility company if relocation of any utilities will be required.

SECTION 2300 Cleanup and Dust Control

- 2300 During all phases of construction and until completion of the project, the Contractor shall keep the work site clean and free from rubbish and debris. The Contractor shall control dust by sweeping street surfaces to remove dirt and applying water as needed to maintain a clean and dust free street surface during construction (Saturdays, Sundays, and legal holidays included). Contractor shall comply with all regulations of the San Joaquin Valley Air Pollution Control District and shall be responsible for any violations and resulting fines if found to be out of compliance.
- 2301 Removal of existing pavement markings shall comply with all applicable standards established by the San Joaquin Valley Unified Air Pollution Control District.
- 2302 Water shall be taken from a City owned meter only. The meter shall be installed in accordance with Section 2400, "Construction Water" of these Special Provisions.
- 2303 Payment for Cleanup and Dust Control shall be included in the contract prices paid for various items of work which may require cleanup and dust control and no separate payment will be made therefor.

SECTION 2400 Construction Water

- 2400 Contractor shall pay for all water used on this project. Contractor shall rent the number of meters required and pay the appropriate fees to the City Finance Department. Contractor will be billed for all water used and any damage to the meters. City personnel will move the meters when requested.
- 2401 A minimum non-refundable \$100 connection and meter installation/removal charge shall be prepaid. The Contractor is responsible for any water used and will be billed at the established metered rates.

SECTION 2500 City Business License and Required Tax Documents

- 2500 After the award of contract to Contractor and prior to the start of work, Contractor and all Subcontractors doing work under this contract shall in accordance with Section 5.04.070 of the City of Tulare Municipal Code, obtain a "City of Tulare Business License." The current fee rates are available by contacting the City of Tulare, Finance Department, (559) 684-4232.
- 2501 No payment will be made to the Contractor until the Contractor and all Subcontractors have obtained a City Business License. The Contractor shall also complete an Internal Revenue Service Form W-9, "Request for Taxpayer Identification Number and Certificate," and a State of California Franchise Tax Board Form 590, "Withholding Exemption Certificate."

SECTION 2600 "OR EQUAL" Clause

- 2600 Whenever a material, article, or piece of equipment is identified on the Plans, in these Special Provisions, or in the Specifications by reference to manufacturer's or vendor's name, trade names, or catalogue numbers, it is intended merely to establish a standard and any material, article or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article or

equipment so proposed is, in the opinion of the Engineer, of equal substance and function. Any "OR EQUAL" substitution shall not be purchased or installed by the Contractor without the Engineer's written approval.

SECTION 2700 Equal Employment Opportunity

- 2700** No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance; Title VI of the Civil Rights Act of 1964 (42USC 2000d) and Section 112 of Public Law 92-65.
- 2701** No person shall be discriminated against on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, or religion except that any exception from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VII of the Act of April 11, 1968, shall also apply.

SECTION 2800 Local Tax Matters

- 2800** The Contractor shall cooperate with the City of Tulare and its authorized representatives on all local tax matters. It is the desire of the City to ensure that sales and use taxes related to the contract are fully allocated to the City. Note that this will not increase the sales or use taxes paid by the Contractor. It will only change how certain sales and use taxes associated with this Contract are reported to the State Board of Equalization, and subsequently how the board distributes said taxes.

SECTION 2900 Submittals

- 2900** Complete Specifications of all materials and equipment to be supplied for the work shall be submitted to the Engineer for approval. The manufacturer's name, model, and type for each item of equipment and materials furnished shall be included in addition to description in sufficient detail to enable the Engineer to properly evaluate the submittal. The associated Specification Section number shall be included on all submittals. The Contractor shall provide a minimum of four (4) copies of each submittal. The City or its agent will keep two copies and return two copies. Email of submittals is acceptable if followed up with hardcopies. If the Contractor desires more than two hardcopies, he shall transfer the City's or its Representative's comments onto additional copies at his own expense. The following categories are expected to be included in the review: A: No Exceptions Taken; B: Make Corrections Noted; C: Submit Specified Item; D: Revise and Resubmit; E: Rejected.
- 2901** To insure compliance with the Specifications, the Contractor shall furnish a Certificate of Compliance, as described in Section 6, "Control of Materials", of the Standard Specifications for all materials used on this project. Sampling and testing may also be required at the discretion of the Engineer.
- 2902** Not later than the preconstruction meeting, the Contractor shall submit information describing materials and equipment in sufficient detail to determine whether the materials and equipment conform to the specifications. The Contractor shall verify that the material and equipment described in each submittal conform to the requirements of the specifications and drawings.

- 2903 Submittals are to be grouped and submitted so that each transmittal addresses only a specific part of the contract, to facilitate processing and review.
- 2904 The Contractor shall sign all submittals with an appropriate statement that certifies that the Contractor has reviewed the submittal and indicates his determinations relative to its conformance to the requirements of the specifications and drawings.
- 2905 Contractor shall provide adequate time (fifteen working days minimum for first submittals) for City processing and reviewing, and should anticipate the potential for resubmittals where such is likely. No allowances will be made for delays occasioned by the Contractor's failure to follow submittal requirements. In no case will there be compensation for any delay due to submittal processing.
- 2906 If the Contractor proposes to provide material or equipment which does not conform to all of the specifications and drawings, the deviation shall be indicated by clearly noting "Deviation" on the transmittal form accompanying the submittal copies. The Contractor shall prepare arguments for the change, include cost differential, and shall request a change order to cover the deviations. Deviations are only approved by change orders.
- 2907 Acceptance by the Engineer of any drawings, method of work, or any information regarding materials or equipment the Contractor proposes to provide shall not relieve the Contractor of responsibility for any errors therein, and shall not be regarded as an assumption of risks or liability by the Owner, or by any officers or employees thereof. Submittal processing will not include review of site specific measurements and/or dimensions. The Contractor is solely responsible for determining all field dimensions and shall not rely on the approval of shop drawings or submittals as a claim for misfit materials.
- 2908 The Contractor shall have no claim under the contract on account of the failure, partial failure, inefficiency or insufficiency of any plan or method of work or material or equipment so accepted.
- 2909 Such acceptance by the Owner shall be considered to mean merely that the Owner has no objection to the Contractor using, upon the Contractor's own full responsibility, the plan or method of work proposed, or providing the material or equipment proposed.

SECTION 3000 Liquidated Damages

- 3000 In addition to the Liquidated Damages identified in Section 15.3 (c) of the General Provisions the following Liquidated Damages are applicable to the Work.
- 3001 If at any time during the construction period the Streets Manager determines the Contractor is not in substantial conformance with any of the following provisions of the Specifications related to ***Public Safety and/or Convenience***, the Contractor shall be advised in writing of said non-conformance. If the Contractor does not bring that portion of the work into conformance within two (2) working days of receipt of said written notice, Liquidated Damages shall be assessed in the amounts noted below for each calendar day the Contractor remains in non-conformance:

<u>Pertinent Section of Special Provisions</u>	<u>General Description (see pertinent sections for details)</u>	<u>Liquidated Damages</u>
1202	Non-Compliance with requirements for Contractor to Perform thirty (30%) percent of the work.	10% of Contract Amount

2002	Insufficient barricades, cones, flags, warning signs and/or other traffic control devices as required by The California Manual on Uniform Traffic Control Devices, and the Traffic Manual or these Special Provisions.	\$500/day
2104	Provide access to all businesses and residences when- ever practical, and minimize inconvenience to vehicular and pedestrian access.	\$500/day
2300	Dust Control not in compliance with applicable regulations and Specifications.	\$1,000/day

3002 In addition, the Contractor shall be liable for any expenses incurred by the City in providing for said ***traffic control, dust control, or public safety and/or convenience*** during any period of non-conformance, including all labor, materials, and equipment utilized by the City.

BID ITEM DESCRIPTIONS

GENERAL

The Contract payment for the specified items of work as set forth in the Bid Schedule shall be full compensation for furnishing all labor, materials, methods or processes, implements, tools, equipment and incidentals and for doing all work involved as required by the provisions of the Contract Documents for a complete in place and operational system.

- A. Unless otherwise specified in the Specifications, quantities of work shall be determined per each, or from measurements or dimensions in a horizontal plane. All materials shall be measured on the basis of "in place" quantities and paid for using the units listed in the bid schedule.
- B. Except as noted, the Engineer will make field measurements of unit price items in order to determine the quantities of the various items as a basis for payment. On all unit price items, the contractor will be paid for the actual amount of the work performed in accordance with the contract documents, as computed from field measurements.
- C. Work or quantities not listed in the description of bid items are considered incidental to other construction and will not be separately measured or paid for. Compensation for such work and/or material shall be included in the prices paid for other items of work.

BID ITEMS:

Bid Item 1 – Mobilization, Demobilization, Bonds and Insurance: Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals making up the cost of mobilization, move-in, move-out, all necessary bonds, insurance, permits, licenses, and fees required during the performance of the work as specified. This item also includes demobilization, including the removal of all equipment, supplies, personnel and incidentals from the project at the end of construction. Payment shall not exceed \$12,000. Payment for mobilization shall be made with the first progress payment and shall not exceed 80 percent of the bid item amount. Payment for demobilization shall be made with the last progress payment and shall not be less than 20 percent of the bid item amount.

Bid Item 2 – 4" Edge Line, (Detail 27B & C): Payment under this item shall be considered full compensation for all labor, materials, tools, equipment and incidentals required to furnish and install 4" Edge Line (Caltrans Standard Detail 27B and C, A20B) as specified, including all preparatory and cleanup work and all traffic control, and doing all other work necessary to complete the edge line installations in accordance with the Plans and Technical Specification No. 36 of the City Standard Specifications. This bid item will be paid for per lineal foot.

Bid Item 3 – 4" Broken Line, (Detail 2): Payment under this item shall be considered full compensation for all labor, materials, tools, equipment and incidentals required to furnish and install 4" Broken Line (Caltrans Standard Detail 2, A20A) as specified, including all preparatory and cleanup work and all traffic control, and doing all other work necessary to complete the broken line installations in accordance with the Plans and Technical Specification No. 36 of the City Standard Specifications. This bid item will be paid for per lineal foot.

Bid Item 4 – **8" Single Solid Line, (Detail 38):** Payment under this item shall be considered full compensation for all labor, materials, tools, equipment and incidentals required to furnish and install 8" Single Solid Line (Caltrans Standard Detail 38, A20D) as specified, including all preparatory and cleanup work and all traffic control, and doing all other work necessary to complete the single solid line installations in accordance with the Plans and Technical Specification No. 36 of the City Standard Specifications. This bid item will be paid for per lineal foot.

Bid Item 5 – **4" Two-Way Left Turn, (Detail 32):** Payment under this item shall be considered full compensation for all labor, materials, tools, equipment and incidentals required to furnish and install 4" Two-Way Left Turn Lines (Caltrans Standard Detail 32, A20B) as specified, including all preparatory and cleanup work and all traffic control, and doing all other work necessary to complete the two-way left turn line installations in accordance with the Plans and Technical Specification No. 36 of the City Standard Specifications. This bid item will be paid for per lineal foot.

Bid Item 6 – **Double Yellow Center Line, (Detail 21):** Payment under this item shall be considered full compensation for all labor, materials, tools, equipment and incidentals required to furnish and install Double Yellow Center Lines (Caltrans Standard Detail 21, A20A) as specified, including all preparatory and cleanup work and all traffic control, and doing all other work necessary to complete the double yellow line installations in accordance with the Plans and Technical Specification No. 36 of the City Standard Specifications. This bid item will be paid for per lineal foot.

Bid Item 7 – **100 mm Edge Line &/or Inside Bike Lane:** Payment under this item shall be considered full compensation for all labor, materials, tools, equipment and incidentals required to furnish and install 100 mm Edge Line &/or Inside Bike Lane as specified, including all preparatory and cleanup work and all traffic control, and doing all other work necessary to complete the edge line or bike lane installations in accordance with the Plans and Technical Specification No. 36 of the City Standard Specifications. This bid item will be paid for per lineal foot.

Bid Item 8 – **150 mm Bike Lane (Detail 39):** Payment under this item shall be considered full compensation for all labor, materials, tools, equipment and incidentals required to furnish and install 150 mm Bike Lane (Caltrans Standard Detail 39, A20D) as specified, including all preparatory and cleanup work and all traffic control, and doing all other work necessary to complete the bike lane installations in accordance with the Plans and Technical Specification No. 36 of the City Standard Specifications. This bid item will be paid for per lineal foot.

Bid Item 9 – **150 mm Bike Lane (Detail 39a):** Payment under this item shall be considered full compensation for all labor, materials, tools, equipment and incidentals required to furnish and install 150 mm Bike Lane (Caltrans Standard Detail 39a, A20D) as specified, including all preparatory and cleanup work and all traffic control, and doing all other work necessary to complete the bike lane installations in accordance with the Plans and Technical Specification No. 36 of the City Standard Specifications. This bid item will be paid for per lineal foot.

Bid Item 10 – **"Symbol 9C Rider w/Helmet" and Arrow Pavement Markings:** Payment under this item shall be considered full compensation for all labor, materials, tools, equipment and incidentals required to furnish and install "Symbol 9C Rider w/Helmet" and Arrow Pavement Markings (Caltrans Standard A24A, B, & C) as specified, including all preparatory and cleanup work and all traffic control, and doing all other work necessary to

complete the pavement marking installations in accordance with the Plans and Technical Specification No. 36 of the City Standard Specifications. This bid item will be paid for per square foot.

Bid Item 11 – **Arrows:** Payment under this item shall be considered full compensation for all labor, materials, tools, equipment and incidentals required to furnish and install Arrows (Caltrans Standard A24A, B, & C) as specified, including all preparatory and cleanup work and all traffic control, and doing all other work necessary to complete the arrow installations in accordance with the Plans and Technical Specification No. 36 of the City Standard Specifications. This bid item will be paid for per each.

Bid Item 12 – **Traffic Signal Crosswalks:** Payment under this item shall be considered full compensation for all labor, materials, tools, equipment and incidentals required to furnish and install Traffic Signal Crosswalks (Caltrans Standard A24F) as specified, including all preparatory and cleanup work and all traffic control, and doing all other work necessary to complete the crosswalk installations in accordance with the Plans and Technical Specification No. 36 of the City Standard Specifications. This bid item will be paid for per square foot.

Bid Item 13 – **Install Retro-Reflective Raised Pavement Markers:** Payment under this item shall be considered full compensation for all labor, materials, tools, equipment and incidentals required to furnish and install Retro-Reflective Raised Pavement Markers (Caltrans Standard A20D) as specified, including all preparatory and cleanup work and all traffic control, and doing all other work necessary to complete the raised marker installations in accordance with the Plans and Technical Specification No. 36 of the City Standard Specifications. This bid item will be paid for per each.

Bid Item 14 – **Remove of Existing Markings:** Payment under this item shall be considered full compensation for all labor, materials, tools, equipment and incidentals required to remove existing markings as specified, including all preparatory and cleanup work and all traffic control, and doing all other work necessary to complete the marking removals in accordance with the Plans and Technical Specification No. 36 of the City Standard Specifications and all San Joaquin Valley Air Pollution Control District requirements. This bid item will be paid for per square foot.

Bid Item 15 – **Remove of Existing Striping:** Payment under this item shall be considered full compensation for all labor, materials, tools, equipment and incidentals required to remove existing striping as specified, including all preparatory and cleanup work and all traffic control, and doing all other work necessary to complete the striping removals in accordance with the Plans and Technical Specification No. 36 of the City Standard Specifications and all San Joaquin Valley Air Pollution Control District requirements. This bid item will be paid for per lineal foot.

END OF SECTION

CITY OF TULARE TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS No. 23

TRAFFIC CONTROL AND STREET CLOSING

DESCRIPTION

- 2301.1 Traffic control shall consist of furnishing a traffic control system in accordance with the provisions of these Technical Specifications including all equipment, labor, and, materials to maintain safe traffic and pedestrian movement through the work zone. Street closing will not be permitted.

GENERAL

- 2302.1 Maintaining Traffic: Traffic shall be maintained in accordance with Section 7-1.08, **“Public Convenience,”** Section 7-1.09, **“Public Safety,”** Section 12, **“Construction Area Traffic Control Devices,”** of the Standard Specifications and these Technical Specifications. Nothing in these Technical Specifications shall be construed as relieving the Contractor from Contractor’s responsibilities as provided in said Section 7-1.09, including but not limited to providing such additional devices or take such measures as may be necessary as specified therein to comply with.
- 2302.2 The Contractor shall notify local authorities of Contractor’s intent to begin work and provide a traffic control plan for approval by the Engineer at least five (5) days before work is to begin. The Contractor shall cooperate with local authorities relative to handling traffic through the area.
- 2302.3 A minimum of one traffic lane, not less than 12 feet wide, shall be open for use by public traffic in each direction of travel, unless a reduced width is permitted by the Engineer during daylight hours only.
- 2302.4 The Contractor shall provide pavement or aggregate base as necessary for traffic. Traffic shall not drive on dirt. If aggregate base is used, the Contractor shall maintain the aggregate base in a condition free of potholes, rutting, and wash boarding.
- 2302.5 Detours to other streets will not be permitted.
- 2302.6 The Contractor shall provide flagmen to direct and control traffic and provide such special signs as may be ordered by the Engineer.
- 2302.7 If any component of the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

LANE CLOSURES

- 2303.1 Lane closures shall be made using a traffic control system in accordance with the details, if any, shown on the plans, the provisions of Section 12, **“Construction Area Traffic Control Devices”** of the Standard Specifications and these Technical Specifications.
- 2303.2 When lane closures are made for work periods only, at the end of each work period, all components of the traffic control system, except portable delineators placed along open excavation adjacent to the traveled way, shall be removed from the traveled way and

shoulder.

2303.3 Except as otherwise provided, the full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays, and designated legal holidays; after 3:00 p.m. on Fridays and the day preceding designated legal holidays; and when construction operation are not actively in progress. Reduced width roadway will not be permitted at night.

2303.4 Designated legal holidays are:

January 1 st	New Year's Day
The third Monday in January	Martin Luther King Jr. Day
The third Monday in February	President's Day
The last Monday in May	Memorial Day
July 4 th	Independence Day
The first Monday in September	Labor Day
November 11 th	Veterans Day
The last Thursday in November	Thanksgiving Day
The day after Thanksgiving	The day after Thanksgiving
December 24 th	Christmas Eve Day
December 25 th	Christmas Day
December 31 st	New Year's Eve Day

When a designated legal holiday falls on a Sunday, the following Monday shall be deemed a legal holiday. When a designated legal holiday falls on a Saturday, the preceding Friday shall be deemed a legal holiday.

Minor deviations from the requirements of this subsection concerning hours of work, which do not significantly change the cost of work, may be permitted upon the written request of the Contractor if, in the opinion of the Engineer, public traffic will be better served and the work expedited. Such deviations shall not be adopted until the Engineer has indicated his written approval. All other modifications will be made by Contract Change Order.

SPECIAL REQUIREMENTS ON MATERIALS AND EQUIPMENT

2304.1 The twelfth paragraph of Section 12-3.03, "Flashing Arrow Signs", of the Standard Specifications shall not apply.

2304.2 During the hours of darkness, as defined in Division 1, Section 280, of the California Vehicle Code, portable signs shown on the plans to be illuminated shall be, at the option of the Contractor, either; illuminated signs in conformance with the provisions in Section 12-3.06B, "**Portable Signs**," of the Standard Specifications; or Reflexite vinyl microprism reflective sheeting signs; or 3M high intensity reflectorized sheeting on aluminum substrate signs; or Seibulite Brand Ultralite Grade Series, encapsulated lens retroreflective sheeting signs; or equal.

2304.3 Illuminated traffic cones, when used during the hours of darkness, shall be affixed or covered with reflective cone sleeves as specified in Section 12-3.10, "**Traffic Cones**," of the Standard Specifications, except the sleeves shall be 7 inches long.

PARKED VEHICLES OR EQUIPMENT

- 2305.1 The Contractor shall be responsible for making arrangements relative to keeping the work area clear of parked vehicles.
- 2305.2 Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders, including any section closed to public traffic.
- 2305.3 Whenever vehicles or equipment are parked on the shoulder within 6 feet of a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of pavement at 25 foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of nine (9) cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or C24 (Shoulder Work Ahead) sign, whichever is applicable, shall be mounted on a high level (flagtree) warning device. The flagtree shall be placed where directed by the Engineer.

PAYMENT

- 2306.1 Full compensation for providing the traffic control system (including signs) shall be considered as included in the contract prices paid for the various items of work and no separate payment will be made therefor.
- 2306.2 Traffic control system required by work, which is classed as extra work, as provided in Subsection 5.4, "Extra Work and Force Account" of the General Provisions, will be paid for as part of said extra work.

TECHNICAL SPECIFICATIONS No. 36

TRAFFIC STRIPING AND PAVEMENT MARKINGS

CONTROL OF MATERIALS

- 3601.1 Attention is directed to Section 6 “**Control of Materials,**” of the General Provisions regarding control of materials.
- 3601.2 The Contractor shall furnish all materials required to complete the work under the attached contract.

DESCRIPTION OF WORK

- 3602.1 The work to be done consists of supplying all labor, methods, tools, machinery, equipment and materials necessary to apply and/or remove traffic paint, perform traffic striping, apply pavement markings and markers. To be included is preliminary preparation, protection of new work, and other work not mentioned herein which, when required by the Plans and/or Special Provisions, is to be furnished and installed as specified herein or as directed by the Engineer.
- 3602.2 All striping installed shall include markers as per the Traffic Manual and raised double Reflective Markers Installed as Directed.
- 3602.3 Markers are not required on striping within parking lots.

CONSTRUCTION DETAILS

- 3603.1 Maintaining Traffic:
- 3603.2 Public traffic shall be permitted to pass through the work underway at all times, under the specific control of the Contractor. The Contractor shall perform traffic Control and payment for this work as such shall be considered included in the unit bid prices for the various contract items of work and no further allowances shall be made therefore. The Contractor is hereby notified that all lights, barricades, flagmen, or other devices necessary to provide for public safety and convenience, shall be furnished by and maintained at the Contractors expense. Whenever the Contractor’s operation creates a condition potentially hazardous to traffic or to the public, the contractor shall take the necessary precautions and provide adequate protection for those who must pass through the work area. If the Contractor should appear to be neglectful or negligent in providing such warning or protective measures, the Engineer may direct attention to the existence of a hazard, and any barricades, signs, lights, flagman, or other devices required to protect the public shall be installed by the Contractor and the entire cost of such protective measures will be considered as being included in the price paid for various contract items of work, and no additional allowance will be made therefore.

The Engineer may point out the inadequacy of protective devices or measures, but such action on the part of the Engineer shall not relieve the Contractor from responsibility for public safety or abolish the Contractor’s obligation to furnish and pay for these devices.

- 3603.3 Materials:
- 3603.4 Attention is directed to Section 8 ***“Control of Materials,”*** of the Standard Specifications.
- 3603.5 Paint
- 3603.6 All Paint used to perform the work specified within this contract, other than pre-mix paint, shall be low volatile organic compound (Low VOC <100) or water-base paint traffic line paint. manufactured by Pervo Paint Company of Los Angeles, California, and identified by the following number codes:
- CODE #PTWB-01 – WHITE, Waterborne Traffic Line Paint (State Specification # PTWB-01R2 – WHITE, YELLOW, and Black.)
- CODE #PTWB-01 – YELLOW, L/F, Waterborne Traffic Paint
- CODE #PTWB-01 – BLACK, Waterborne Traffic Paint
- 3603.7 Paint substitutions will be allowed if accompanied by a Certification of Compliance and the approval of the Engineer prior to the placement of striping.
- 3603.8 The paint shall be thinned as per manufacturer’s recommendations.
Do not thin paint for traffic stripes and pavement markings. Mix the paint by mechanical means until it is homogeneous. Thoroughly agitate the paint during its application.
- 3603.9 Glass Beads:
- A. Beads shall be Catophote Company Type 2 Moisture Proof safety marking spheres. The Engineer reserves the right to determine the suitability of the beads offered.
 - B. Beads shall be clear, colorless and clean.
 - C. Beads shall be completely lead free.
 - D. Nominal sizes shall range from .033" to .007" in diameter.
 - E. The spheres shall have an average index refraction not less than 1.50 or more than 1.60 when tested by the liquid immersion method at twenty-five degrees Celsius (25° C).
 - F. A minimum of seventy-five percent (75%) (by weight) of the spheres shall be true spheres when tested in accordance with ASTM-0-115-53.
 - G. Beads shall be stored in a dry enclosed area to prevent moisture absorption.
 - H. Beads shall be applied uniformly at the rate of six pounds (6 lbs) of beads per gallon of paint, on a fifteenth hundredths of inch (0.015") wet thickness line or on every three hundred linear feet (300') of four-inch (4") line.

PAINTING EQUIPMENT

- 3604.1 The paint striping machine used for the work shall be approved by the Engineer and shall meet or exceed following specifications:

Due to traffic conditions, night striping may be required, and as such, the striper and shadow vehicle, if necessary, must have proper and acceptable safety lighting as well as lighting to illuminate the work area.

The striping vehicle and shadow vehicle, when necessary, shall both be equipped with a lighted flashing arrow board to be used when working either daytime or night-time.

The arrow board shall be mounted securely and be of sufficient size to clearly display the message a distance of three hundred feet (300') to approaching motorists.

- A. The machine shall have a minimum wheelbase of one hundred thirty inch (130").
- B. The air compressor shall have a minimum capacity of one hundred fifty cubic feet (150cuft) per minute, or use airless equipment.
- C. The machine shall be capable of three (3) spray gun applications consisting of one black and two yellow spray guns operating simultaneously or individually. The machine shall also be capable of painting a channelization line on one pass.
- D. The paint machine shall have bead dispensers capable of uniformly applying beads immediately after application of the paint. Bead system must be pressurized to provide even flow of beads under all weather conditions.
- E. The machine shall be equipped with an automatic on-off device to produce skip lines, with adjustment to match previous painting.
- F. The machine shall be capable of installing shoulder lines.
- G. The machine, with crew, organization and programming, shall be capable of producing not less than fifteen miles (15 miles) of acceptable work per hour when judged on average conditions, and the Engineer shall be the sole judge of such conditions.
- H. The machine, when deemed necessary, shall be equipped with a thermostatically controlled heating device to maintain a paint tank temperature of not less than one hundred ten degrees (110°) Fahrenheit nor more than one hundred eighty degrees (180°) Fahrenheit.
- I. The machine, when deemed necessary, shall be equipped with agitation devices in the paint containers.
- J. Due to traffic conditions, night striping may be required, and as such, the striper and shadow vehicle, if necessary, must have proper and acceptable safety lighting as well as lighting to illuminate the work area.
- K. The striping vehicle and shadow vehicle, when necessary, shall both be equipped with a lighted flashing arrow board to be used when working either daytime or night-time. The arrow board shall be mounted securely and be of sufficient size to clearly display the message a distance of three hundred feet (300') to approaching motorists.

PAINT APPLICATION

- 3605.1 Paint and beads shall be applied at the following rates and in conformance with the following requirements:

- A. All striping shall be four inches (4") in width, unless otherwise required by the Engineer.
- B. All broken stripe shall have a pattern of seven feet (7'), seventeen feet (17'), seven feet (7'), in which the seven-foot (7') sections are painted and the seventeen-foot (17') sections are unpainted.
- C. The rate of application of paint and beads:
 - 1. Broken single stripe: seven to nine gallons per mile (7 to 9).
 - 2. Solid single stripe sixteen to eighteen gallons per mile (16 to 18).
 - 3. Six pounds (6lbs) of beads per gallon of paint.
 - 4. The Engineer reserves to right to request the highest limit where conditions so warrant.
- D. Completed traffic stripes shall have clean and well-defined edges, shall be uniform, shall be straight on tangent alignment, and shall be on a true arc on curved alignments. The widths of completed traffic stripes shall not deviate more than one-quarter inch (1/4") on tangent nor more than two inches (2") on curves from the widths shown on the plans. Broken traffic stripes shall also conform to the following requirements:
 - 1. The lengths of the gaps and individual stripes that form broken traffic stripes shall not deviate more than two inches (2") from the lengths as specified above.
 - 2. The length of the gaps and individual stripes shall be of such uniformity throughout the entire length of each broken traffic stripe that a normal striping machine will be able to repeat the pattern and superimpose additional coats of paint upon the traffic stripe being painted.
 - a. The finished product shall have an opaque, well painted appearance with no black or other discolorations showing through.
 - b. Drips, over-spray, improper markings, and paint tracked by traffic shall be immediately removed from the pavement surface by an approved method. All such removal work shall be at the Contractors expense.
 - c. The Contractor shall take all reasonable precaution to protect the paint during drying time and may be required to remove all objectionable tracking.
 - d. Double yellow centerlines shall be two solid four inch (4") yellow lines separated by a solid three inch (3") black line.
 - e. Traffic stripes and pavement markings shall be applied only on dry surfaces and only during periods of favorable weather. Painting shall not be performed when the atmospheric temperature is below forty degrees (40°) Fahrenheit; or when freshly painted surfaces may become damaged by rain, fog, or condensation; or when it can be anticipated that the atmospheric temperature will drop below forty degrees (40°)

Fahrenheit, during the drying period. No work shall be done when fog restricts visibility to less than one mile.

- f. Surfaces, which are to receive traffic stripes and pavement markings, shall be cleaned of all dirt and loose material.

CONFLICTS

- 3606.1 Spotting and Alignment:
- 3606.2 Traffic stripes shall be painted to the lines established by the Engineer and will consist of existing stripes of control points spaced at two hundred feet (200') on tangents and fifty feet (50') on curves. All work necessary to establish satisfactory lines for stripes, when required, shall be performed by the Contractor at Contractor's expense.
- 3606.3 Correction of minor irregularities shall be accomplished by the application of cat tracks or dribble lines, the use of laser guidance devices, or by a combination of these techniques.
- 3606.4 Cat tracking shall consist of stretching a rope on a straight line between control points on tangent alignment and on a true arc through control points on curved alignment and placing spots of paint along the rope. The spots shall be not more than three inches (3") in width and not more than five feet (5') apart on curves or ten feet (10') apart on tangents.
- 3606.5 Dribble lines shall consist of making the pavement with a thin line of paint using a striping machine or other suitable device. Dribble lines shall be on a straight line between control points on tangent alignments and on a true arc through control points on curved alignments.
- 3606.6 Paint for cat tracks and dribble lines shall be the same color as the traffic stripe for which they are placed.
- 3606.7 Abrupt breaks in alignment between broken segments will not be permitted.
- 3606.8 The Engineer shall be the sole judge of the accuracy and acceptability of the alignment of work by Contractor.

TRAFFIC LINE PAINT REMOVAL

- 3607.1 Removal shall be accomplished by a grinding method acceptable to the Engineer. Wet or dry sandblasting shall not be an acceptable alternative.

CHANGE IN WORK

- 3608.1 The Engineer shall inspect completed lines as conditions may require and shall inform the Contractor of any faulty methods or unsatisfactory results.
- 3608.2 Lines considered unsatisfactory shall be repainted and reflectorized at the Contractor's expense and the Engineer shall be the sole judge as to the acceptability of the completed line work. Contractor is responsible for clean-up of paint tracked by vehicles, pedestrians, bicycles, or other source and for re-striping these damaged areas after each occurrence. Traffic control must be used to prevent traffic from driving on new paint. Contractor is responsible for all traffic control related to the job.

PAYMENT

- 3609.1 All striping shall include the installation of markers and markings as per the Traffic Manual and as directed by the Engineer. Other units for which payment is to be made shall be measured in accordance with the units designated in the request for bids.
- 3609.2 The contract unit prices for the various items of work, as provided heretofore, shall be considered as full compensation for furnishing all tools, equipment, materials, installation of markers, and labor for performing the work, as herein specified and additional compensation shall be made therefor.
- 3609.3 Any partial payments made to the Contractor by the City shall not relieve the Contractor of any of Contractor's guarantee or responsibilities under this contract.

MISCELLANEOUS FORMS

A. Clean Air and Water Pollution Control Certification

CLEAN AIR AND WATER POLLUTION CONTROL CERTIFICATION

(AIR: 42 U.S.C. § 7401 et seq.,

WATER: 33 U.S.C. § 1251 et seq; 49 CFR, Part 18, Section 18.36)

To Accompany Proposal

BIDDER agrees that any facility to be used in the performance of the contract, or to benefit from the contract, is not listed on the Environmental Protection Agency List of Violating Facilities.

BIDDER also agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. relating to the inspection, monitoring, entry, reports and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued there under.

BIDDER agrees that as a condition for award of the contract, the BIDDER will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of, or benefit from, the contract is under consideration to be listed on the EPA List of Violating Facilities.

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal:

B. Lobbying Restrictions Certification

LOBBYING RESTRICTIONS CERTIFICATION

(FOR AWARDS OF \$100,000 OR MORE)

(31 U.S.C. § 1352; 24 CFR Part 87 as amended by 2 U.S.C § 1601, et seq.)

To Accompany Proposal

The undersigned certifies, to the best of his knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification to be included in the award documents for all sub awards at all tiers (including SUBBIDDERS, sub grants, and contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction (if the award is \$100,000 or more) imposed by Section 1352, Title 31, U.S. Code, as amended by 2 U.S.C. 1601, et seq.. Any persons who fail to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal:

C. Debarment and Suspension Certification

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.
The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

D. Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

To Accompany Proposal

TO: THE CITY OF TULARE

The undersigned, in submitting a proposal for performing the following work by contract, being duly sworn, deposes and says:

That he/she has not, either directly or indirectly, entered into any agreement, participate in any collusion, or otherwise taken any action in restraint of free competition in connection with such contract.

Work to be Done:

PROJECT: 2018 Annual Street Striping Project
CITY OF TULARE

Proposer's Name: _____

Signature of Proposer: _____

Title: _____

Business Address: _____

Place of Residence: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

_____ Notary Public in and for

the County of _____, State of California.

My commission expires: _____.

E. Workers' Compensation Insurance Certificate

WORKERS' COMPENSATION INSURANCE CERTIFICATE

STATE OF CALIFORNIA)
) ss
CITY OF TULARE)

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work under this contract.

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal:

F. Equal Employment Opportunity Compliance Certificate

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

Equal Opportunity Clause

Unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Executive Orders 28925, 11114 or Section 204 of Executive Order 11246 of September 24, 1965, during the performance of each contract with the City of Tulare, the consultant agrees as follows:

1. The consultant will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin or political affiliation. The consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, national origin or political affiliation. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The consultant will, in all solicitations or advertisements for employees, placed by or on behalf of the consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.
3. The consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or the workers' representative of the consultants' commitments under Section 202 of Executive order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevancy orders of the Secretary of Labor.
5. The consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the consultant's non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended, in whole, or in part and the consultant may be declared ineligible for further government contracts in accordance with the procedures authorized in accordance with Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September

24, 1965, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.

7. The consultant will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subconsultant or vendor. The consultant will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the consultant becomes involved in, or is threatened with litigation with a Subconsultant or vendor as a result of such direction by the contracting agency, the consultant may request the United States to enter into such litigation to protect the interest of the United States.

Certification on Non-Segregated Facilities

The consultant hereby certifies that it does not or will not maintain segregated facilities not permit its employees to work at locations where facilities are segregated on the basis of race, color, religion, gender, national origin or political affiliation.

Name of Firm

Authorized Signature

Date

G. Debarment and Suspension Certification

PROJECT: 2018 Annual Street Striping Project
CITY OF TULARE

DEBARMENT AND SUSPENSION CERTIFICATION TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder____, proposed subcontractors____, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space:
() No Exceptions

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action:

Note: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing the Proposal on the signature portion thereof shall also constitute signature of the Certification.

By my signature on this proposal, I certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Title 23 United States Code, Section 112 Non-Collusion Affidavit and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Bidder/Subcontractor:_____

By:_____Date:_____

Title:_____

H. Prevailing Wages Certificate

PROJECT: 2018 Annual Street Striping Project
CITY OF TULARE

CONTRACTOR'S/SUBCONTRACTOR'S CERTIFICATIONS CONCERNING STATE LABOR STANDARDS AND PREVAILING WAGES

All contractors and subcontractors shall give the following certifications to the Owner and forward this certification to the Owner within ten days after the execution of any contract or subcontract.

A. "I am aware of the provisions of Section 1720 et seq. of the California Labor Code which requires that the state prevailing wage rate shall be paid to employees where this rate exceeds the federal wage rate."

B. "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this contract."

C. "It is further agreed that, except as may be provided in Section 1815 of the California Labor Code, the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the contractor/subcontractor shall forfeit, as a penalty, twenty-five dollars for each worker employed in the execution of the subcontract for each calendar day during which a worker is required or permitted to labor more than 8 hours in any calendar day or more than 40 hours in any calendar week."

(Contractor/Subcontractor)

By: _____
(Signature) (Typed Name and Title)

I. Guarantee

(This guaranty shall be executed by the successful bidder in accordance with the instructions in the General and/or Special Provisions. The bidder may execute the guaranty on this page at the time of submitting his bid).

PROJECT: Annual Street Striping Project
CITY OF TULARE

The undersigned guarantees the constructions and installation of the following work included in this project:

Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the plans and specifications, due to any of the above causes, all within twelve (12) months after date on which this contract is accepted by the Owner, the undersigned agrees to reimburse the Owner, upon demand, for its expenses incurred in restoring said work to the condition contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the Owner, to replace any such material and to repair said work completely without cost to the Owner so that said work will function successfully as originally contemplated.

The Owner shall have the unqualified option to make any needed replacement or repairs itself or to have such replacements or repairs done by the undersigned. In the event the Owner elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the Owner. If the undersigned shall fail or refuse to comply with his obligations under this guaranty, the Owner shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of the said failure or refusal.

Contractor Name (Company)

Name (Print)

Signature

Title: _____

Date: _____

BID SCHEDULE

2018 Annual Street Striping Project

Item	Item Description	Quantity	Unit	Unit Price	Total
1.	Mobilization, Demobilization, Bonds and Insurance (\$12,000 Maximum)	LUMP SUM			\$ _____
2.	4" Edge Line, (Detail 27B & C)	136,000	LF	\$ _____	\$ _____
3.	4" Broken Line, (Detail 2)	151,722	LF	\$ _____	\$ _____
4.	8" Single Solid line, (Detail 38)	34,871	LF	\$ _____	\$ _____
5.	4" Two-Way Left Turn, (Detail 32)	22,000	LF	\$ _____	\$ _____
6.	Double Yellow Center Line, (Detail 21)	236,754	LF	\$ _____	\$ _____
7.	100 mm Edge Line &/or Inside Bike Lane	125,000	LF	\$ _____	\$ _____
8.	150 mm Bike Lane (Detail 39)	130,000	LF	\$ _____	\$ _____
9.	150 mm Bike Lane (detail 39a)	27,000	LF	\$ _____	\$ _____
10.	"Symbol 9C Rider w/Helmet" and Arrow Pavement Markings	250	SF	\$ _____	\$ _____
11.	Arrows	333	EA	\$ _____	\$ _____
12.	Traffic Signal Crosswalks	23,747	SF	\$ _____	\$ _____
13.	Install Retro-Reflective Raised Pavement Markers	500	EA	\$ _____	\$ _____
14.	Removal of Existing Markings	1,000	SF	\$ _____	\$ _____
15.	Removal of Existing striping	500	LF	\$ _____	\$ _____
Total Base Bid:				\$ _____	

The Total Bid Amount is (in words): _____

_____ Dollars and

_____ Cents.

The Bid Prices set forth herein shall include any and all applicable taxes.

ABBREVIATIONS USED IN ENGINEER'S ESTIMATE AND PROPOSAL SHEETS

CF	-	Cubic Foot (Feet)	SACK(S)	-	Sack(s)
CY	-	Cubic Yard(s)	STAYD	-	Station Yard(s)
EA	-	Each	SF	-	Square Foot (Feet)
LB(s)	-	Pound(s)	SY	-	Square Yard(s)
LF	-	Linear Foot (Feet)	TN	-	Ton(s)
LS	-	Lump Sum	MGAL	-	Million Gallon(s)
(F)	-	Final Pay Quantity*	(S)	-	Specialty Item
(S-F)	-	Specialty Item and Final Pay Quantity*	(F&I)	-	Furnish and Install

Bids are required for the entire work. Bids will be compared on the basis of the Total Base Bid amount. The project will be awarded to the lowest responsible, responsive bidder.

The bidder shall set forth for each item of work, in clearly legible figures, total for the item in the respective spaces provided for this purpose. The "Total" column shall be the sum of all unit prices bid. If the total cost of any item, or the total bid, is inconsistent with the Unit Cost, or the sum of the Unit Costs, the Unit Costs shall prevail.

If this proposal shall be accepted and the undersigned shall fail to contract, as aforesaid, and to give the two bonds in the sums to be determined as aforesaid, with surety satisfactory to the Owner, within ten (10) days not including Sundays and legal holidays, after the bidder has received notice of award of the contract, the Owner, at its option, may determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the Owner.

Accompanying this proposal is a Bid Security in the form of Cash, Certified Check or Bid Bond amount that equals at least ten percent (10%) of the total amount of the base bid.

The names of all persons interested in the foregoing proposals as principals are as follows:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last name in full.

Licensed in accordance with an act providing for the registration of Contractors,

Class _____ License No. _____

Contractor's DIR Registration Number: _____

By _____
 Signature of Bidder

 Dated

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the seal and signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the co-partnership; and if bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or member of a partnership, a Power of Attorney must be on file with the Owner prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

BUSINESS ADDRESS: _____

MAILING ADDRESS: _____

BUSINESS PHONE: _____

CONTACT NAME: _____

CONTACT EMAIL: _____

BIDDER'S LIST OF SUBCONTRACTORS

CITY OF TULARE

PROJECT: 2018 Annual Street Striping Project

BIDDER: _____

SUBCONTRACTORS

The bidder hereby designates below the names and business addresses of each subcontractor to whom the bidder proposes to subcontract portions of the work in the amount of 1/2 of one percent of his total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder's attention is directed to other provisions of said Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

Please fill out as completely as possible when submitting your bid. Use subcontractor's business name style as registered with the License Board.

SUBCONTRACTOR 1: _____

Business Address: _____

Class: _____ License No. _____ DIR No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid: _____

SUBCONTRACTOR 2: _____

Business Address: _____

Class: _____ License No. _____ DIR No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid: _____

SUBCONTRACTOR 3: _____

Business Address: _____

Class: _____ License No. _____ DIR No. _____

Item No. or Description of Work: _____ Work:

Dollar Amount or Percentage of Total Bid: _____

CITY OF TULARE

2018 Annual Street Striping Project

BIDDER'S LIST OF SUBCONTRACTORS

SUBCONTRACTOR 4: _____
Business Address: _____
Class: _____ License No. _____ DIR No. _____
Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid: _____

SUBCONTRACTOR 5: _____
Business Address: _____
Class: _____ License No. _____ DIR No. _____
Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid: _____

SUBCONTRACTOR 6: _____
Business Address: _____
Class: _____ License No. _____ DIR No. _____
Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid: _____

SUBCONTRACTOR 7: _____
Business Address: _____
Class: _____ License No. _____ DIR No. _____
Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid: _____

SUBCONTRACTOR 8: _____
Business Address: _____
Class: _____ License No. _____ DIR No. _____
Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid: _____

SUBCONTRACTOR 9: _____
Business Address: _____
Class: _____ License No. _____ DIR No. _____
Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid: _____

REFERENCES FOR CONSTRUCTION PROJECTS COMPLETED

BIDDER:

Contact names and phone numbers must be current and verifiable

References will be contacted and interviewed

(If the City is unable to contact a reference at the given phone number, the reference will not be used or considered in the evaluation)

Copy this sheet as necessary and provide the following information regarding:

1. The five (5) largest **STREET STRIPING AND PAVEMENT MARKING PROJECTS completed** within the last three (3) years. Projects listed shall be the same type of work as the project in which the bidder is submitting this bid proposal.

Project Name: _____

Location: _____

Owner: _____

Contact: _____ Phone: _____ Email: _____

Owner's Engineer: _____

Owner's Construction Manager: _____ Phone: _____

Description of Project, Scope of Work Performed: _____

Performed Work as: · Prime Contractor · Sub-Contractor

Total Construction Contract Amount: \$ _____

Total Construction Contract Change Orders: \$ _____

Scheduled Completion Date: _____ Actual Completion Date: _____

Extension Time Granted (Number of Working Days): _____

Number of and Type of call backs to repair defective work: _____

Was a Maintenance Bond Required? _____ If so, how many years?: _____

Note: The City of Tulare reserves the right to check all other sources available
(Use additional sheets as necessary to provide complete responses)

CITY OF TULARE

2018 Annual Street Striping Project

REFERENCES FOR CONSTRUCTION PROJECTS COMPLETED

Page 84 of 85

BIDDER'S BOND TO ACCOMPANY BID

We, _____, as Principal,
and _____, as Surety, are bound unto the City of Tulare,
State of California, hereinafter referred to as "Obligee," in the penal sum of ten (10%)
percent of the total amount of the bid of the Principal submitted to the Obligee for the work
described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, THE Principal is submitted to the Obligee, for 2018 Annual Street Striping
Project, for which bids are to be opened at City Clerk's Office, City of Tulare on June 7,
2018.

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and
manner required under these Specifications, after the prescribed forms are presented to
Bidder for signature, enters into a written contract, in the prescribed form, in conformance
with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of
the contract and the other to guarantee payment for labor and materials as provided by law,
then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the
Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable
attorney's fee to be fixed by the court.

Dated: _____, 20____.

Principal

Surety

By: _____
Attorney-in-fact

CERTIFICATE OF ACKNOWLEDGEMENT

State of California

City of Tulare SS

On this day _____ of _____ in the year 20____, before me
_____ personally appeared _____,
personally know to me (or proved to me on the basis of satisfactory evidence) to be the
person whose name is subscribed to this instrument as the attorney-in-fact of
_____, and acknowledged to me that he (she) subscribed the name
of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL)

Notary Public

CITY OF TULARE

2018 Annual Street Striping Project

BIDDER'S BOND TO ACCOMPANY BID